



NON-OFFICIAL TRANSLATION

**Capitolato tecnico-prestazionale d'appalto - Technical specifications for the call for proposal
"COMMUNICATION, MEDIA&PR SERVICES AND PRESS OFFICE FOR THE DESTINATION
EMILIA ROMAGNA REGION IN AND FOR THE UK MARKET" - CIG 9529373F5B**

Subject and general goals of the service

In a general framework of the restart of post-covid-19 pandemic tourist flows, the first objective of media relations and press office activities in the target market, in the short and medium term, is to increase and support the reputation and appeal of the 'Emilia-Romagna as a multi-interest holiday destination (artistic-cultural, experiential, food and wine, sustainable, wellbeing, slow tourism, etc.), to encourage the increase in volumes of international tourist traffic and relaunch the competitive positioning of the Region in the market.

The goals of the Media Relations and UK Press Office are as follows:

- Develop and implement an effective, continuous and targeted action of communication and media relations in the UK market, in particular by taking care of and finalizing the contacts activated in the last 3 years and adding new ones, both with the national press - the consumer and trade media - and, where possible, with influencers and British news correspondents residing in Italy
- Obtain continuous and qualified coverage on top media and new media, stimulate conversions or calls to action repeated over time, favorably and consistently drive the decisions of travel and holiday consumers in the UK market,
- Increase the "awareness" of Emilia-Romagna as a destination to encourage incoming tourist flows to Emilia-Romagna from the United Kingdom market and acquire a positioning on the market as a multi-interest holiday destination
- Enhance and promote territories with a varied tourist vocation and tourist products of the Emilia-Romagna Region towards the final consumer on the United Kingdom market

Marketing strategy of the Emilia Romagna region (abstract)



Emilia-Romagna is promoted and valued in the UK as a tourist destination in Italy offering a multi-interest holiday, a true experience of the Italian Dolce Vita, a mix of art, culture, good living, food and wine, city, hinterland and “live like a local” experiences.

The products/themes of the tourist offer with the greatest appeal and identity of Emilia-Romagna are definitely these (in order):

-The "Food Valley", the excellence of food and wine tourism in Italy, with 44 EU certified quality products (DOP and IGP) including the ambassadors of Italian Food in the world such as Parmigiano Reggiano, Parma ham, traditional balsamic vinegar, foodie journeys (museums, tastings, visits to production sites), cooking lessons, markets, restaurants (from starred cuisine to traditional taverns and trattorias), etc.

- The Motor Valley, with visits to the factories and test drive experiences on the circuits and with particular attention to its main event the "Motor Valley Fest", scheduled in May of each year;

- Cities of art, villages, castles and cultural events, the Via Emilia with its artistic pearls and particular anniversaries; the Fellini Museum and the rebirth of Rimini, the territorial project of sustainable tourism "Le Vie di Dante", the ancient villages and the circuit of the Castles of Emilia-Romagna.

- Wellbeing and Slow tourism, sport and nature: slow tourism, experiential tourism of the paths of the spirit, active and sporting holidays, walking and cycling routes. A particular focus can be dedicated to train holidays.

Service description and technical specifications

The basic service consists of:

- Study, Research and Training: market analysis and media scenarios, customer visioning (expectations, objectives, identity, strengths, critical issues), identification and reporting of current issues, communication trends, definition of the best times to reach the media, organization of training per year on the trends of the outgoing tourist market, communication and the media for the staff of Apt Servizi and/or the incoming tourist operators of the Emilia-Romagna Region;
- Design and definition of a communication strategy, of the annual plan of media relations activities and its implementation: market analysis and media scenarios, customer visioning (expectations, objectives, identity, strengths, critical issues), identification and reporting of current issues, communication trends, definition of the best times to reach the media, communication and the media for the staff of Apt Servizi and/or the incoming tourist operators of the Emilia-Romagna Region;
- Press office: definition of the annual editorial plan of key news; drafting and sending of texts, content editing, ghostwriting, press releases, news, informative notes, draft



- articles; weekly and last minute revisions - of texts and press releases written by APT Servizi, preparation and updating of press kit in English;
- Press cutting: Collection of articles published following actions carried out (Educational Tour, journalist requests, Events, Newsletters) and clipping service for magazines only. Also for those resulting from the media relations actions and activities (journalist requests, media events, newsletters, press releases, syndicated features) and spontaneous publications. Each article/service must be classified with the following data: title, date, circulation, advertising value.
 - Support for participation in trade fairs/show/event (at least one per year) in UK when agreed with APT servizi; press office activities, organization of one-to-one meetings and/or stand interviews with institutional representatives of the Emilia-Romagna.
 - Individual press trip: (up to a maximum of 5, if spontaneous requests are not satisfied and within the limits of the budget available for out-of-pocket costs) and for small groups (indicatively for a maximum of 2 groups per year on the occasion of special events such as the Motor Valley Fest): definition of the annual press trip plan and of the key topics of the press trips; selection of participants for press trips, accompaniment of small groups of press trips, where possible and within budget limits;
 - Reporting 4 time a year
 - Media Training: a two-hour seminar on market trends and forecasts to be held face-to-face or online once a year;
 - Crisis management: analysis of vulnerability and possible crisis scenarios, real-time monitoring of media and social media, crisis response.

Responsibilities and Obligations

The successful bidder is directly and exclusively responsible for damages deriving from causes attributable to him of any nature, which are caused by his staff to persons or things, both of the administration and of third parties, due to omissions or negligence in the performance of the service. In any case, the successful bidder undertakes to comply with the regulations in force related to safety and the prevention of accidents at work, in the execution of contractual services, all current laws, regulations concerning social insurance and any other regulatory prescription that may be issued on the matter.

It also undertakes to:

- comply with all the obligations towards its employees, on the basis of the laws and regulations in force in the field of work and social insurance, assuming the relative obligations;
- implement towards its employees, employed in the service of these specifications, regulatory and remuneration conditions not lower than those resulting from the collective employment contracts applicable to the category and in the localities in which they perform the services,



Apt Servizi is absolutely unrelated to the employment relationship established between the company and its employees assigned to the service and can never be involved in any dispute that may arise, as no employment relationship will be considered established between the employees of the company and the client Apt Servizi srl

Safety provisions

In order to ensure safety in the workplace, the successful bidder is obliged to strictly comply with the provisions of the legislation on improving the safety of workers in force in their country.

Verification of conformity/Compliance check

Throughout the execution of the service, the successful bidder must allow the administration to carry out checks and controls on the regular performance of the service, on compliance with the terms and conditions.

Verification will also take place by sending periodic reports to Apt Servizi - (on a quarterly basis) on the activities carried out

For the purpose of verifying the conformity of the supply, the successful bidder is also obliged to send Apt Servizi, within the month following the expiry of the contract, a final report of the activities carried out and a copy (paper or digital) of all the redemption of the activities carried out.

Penalties

In the event of imperfect, partial or non-performance of the services provided and or failures in the documents signed by the successful bidder, Apt Servizi may apply, after contesting the non-fulfillment, an unquestionable penalty of € 500.00 plus VAT for each violation, which will be deducted directly from the amount due; the application of the penalty will take place in particular in the following cases:

- service that differs in quality and / or quantity;
- delayed execution of the service (at least one month), with reference to the time schedule presented and undertaken in the contract
- failure to comply with the delivery times for reports on the performance and activities carried out;
- inadequacy of reporting on performance and activities carried out;

In the event of repeated violations, the amount of the penalty will be doubled.

After the application of a total of 5 (five) penalties, the contract is considered terminated by law.

The application of the aforementioned penalties does not preclude the administration's right to request compensation for any major damage suffered or additional charges incurred by the administration due to delays or breaches of the contractor company.



Billing and payment terms

Billing will be in equal parts on a quarterly basis.

Payments will be made, by bank transfer, upon receipt of the invoice, within 30 days from a positive compliance check.

The verification will be carried out through the acquisition of the documentation referred to in the previous point "Compliance checks". Failure to send the reports will block the payment of the fee and will give rise to the application of the penalties referred to in the previous point "Penalties".

Payment is in any case subject to the stipulation of the contract.

It is forbidden to proceed with any credit transfer or any proxy for collection unless it is first expressly authorized by Apt Servizi.

In addition, the provisions on the split payment provided for by art. 1, paragraph 629, letter b), of the Law of 23 December 2014, n. 190 (2015 Stability Law).

Traceability obligations of financial flows

The successful bidder expressly assumes, pursuant to Article 3 of Law 13/08/2010 no. 136 and subsequent amendments, the obligations of traceability of financial flows envisaged in this regulation, undertaking to provide Apt Servizi with a bank account dedicated to payments. Failure to comply with this clause entails the automatic termination of the contract by law pursuant to Article 1456 of the Civil Code.

Express termination clause

The termination operates by law, pursuant to art. 1456 of the Italian Civil Code (express termination clause), in the following cases:

- a) arbitrary suspension, abandonment or failure to perform the service or part of it by the contractor;
- b) total or partial transfer of the contract;
- c) violation of the traceability obligations of financial flows;
- d) following the application of five penalties, as specified in the previous clause;

Unilateral right of withdrawal

Apt Servizi will have the right to unilaterally withdraw from the contract at any time, by notifying the Contractor via certified e-mail (PEC) with at least 30 (thirty) working days' notice. At that point the contractor must cease all contractual services, ensuring, however, through the activation of a direct consultation with Apt Servizi, that such termination does not affect the continuity of the service and does not cause any damage to Apt Servizi.

In the event of withdrawal, the successful bidder has the right to be paid for the services provided following the contract, expressly renouncing any further claim and to any further



compensation or indemnity/ reimbursement, also notwithstanding the provisions of art. 1671 of the Italian Civil Code.

Data processing

The data provided by the bidders, mandatory for the purposes related to this tender, will be processed by Apt Servizi in accordance with the current legal provisions (European Regulation (EU) 2016/679 so-called GDPR). The data controller is Apt Servizi s.r.l., in the person of its President and Legal Representative.

The Data Processing Manager is Ms Rita Boselli, Administrative Manager and Sole Responsible for the Procedure.

The processing of personal data will be based on lawfulness and correctness, in full protection of the rights of the candidates and their confidentiality (law 7.8.1990 n. 241). In particular, the personal data required for participation in this procedure have the sole purpose of allowing the verification of the possession of the eligibility requirements and the non-existence of impediments.

Processing of shared media contact data

With regard to the lists (or single) contacts details of journalists, the successful tenderer must declare when signing the contract, that the personal data of journalists provided to APT Servizi have been acquired in compliance with the principles of EU Regulation 2016/679 and therefore can be used by APT Servizi, as independent data controller, to comply with regional tourism policies.

Confidentiality

The successful bidder undertakes to observe full confidentiality on information, documents, knowledge or other elements that may be provided by Apt Servizi, by public bodies and administrations and by associations or other bodies participating in the project and / or any interested in the activities.

Jurisdiction

The Court of Bologna is competent for any dispute arising between the Administration and the successful bidder