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Injunction against Consorzio Concessioni Reti Gas S.c.a.r.l. - March 9, 2023

Register of measures

no. 68 of 9 March 2023

THE GUARANTOR FOR THE PROTECTION OF PERSONAL DATA

IN today's meeting, which was attended by prof. Pasquale Stanzione, president, prof.ssa Ginevra Cerrina Feroni, vice president, dr. Agostino Ghiglia and the lawyer Guido Scorza, components and the cons. Fabio Mattei, general secretary;

HAVING REGARD TO Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, the "Regulation");

HAVING REGARD TO the Code regarding the protection of personal data, containing provisions for the adaptation of the national legal system to Regulation (EU) 2016/679 (legislative decree 30 June 2003, n. 196, as amended by legislative decree 10 August 2018, n. 101, hereinafter "Code");

CONSIDERING the complaint presented pursuant to art. 77 of the Regulation by Dr. XX against Consorzio Concessioni Reti Gas S.c.a.r.l.;

HAVING EXAMINED the documentation in the deeds;

HAVING REGARD TO the observations made by the general secretary pursuant to art. 15 of the Guarantor's regulation n. 1/2000;

SPEAKER Prof. Pasquale Stanzione;

WHEREAS

1. The complaint against the Consortium and the preliminary investigation.

With a complaint dated February 12, 2020, then regularized on March 23 and May 21, 2020, Dr. XX complained about alleged violations of the Regulation by Consorzio Concessioni Reti Gas S.c.a.r.l. (hereinafter, Consortium), in particular the impossibility of accessing the "XX" account following the interruption, on 11 February 2020, of the internship undertaken with the Consortium, as well as the persistent activity of the aforementioned account, following of the interruption of the internship, and the absence of information regarding the processing of data relating to the e-mail account.

With a note dated 27 October 2020, in responding to the Office's requests, the Consortium stated that:

− "the working activity of the Consorzio Concessioni Reti Gas [...] exclusively concerns the establishment of relationships with Public Entities and Public Administrations, having as their object support to the same in the phase of compiling the tender documentation" (see note 27.10. 2020 cit., p. 1);

− "on 18 October 2019, this Consortium constituted an internship relationship with the [complainant], lasting 6 months" (see cited note, p. 1);

− "on 11 February 2020 [...] the [...] Consortium proceeded to forward a formal communication by certified email to the [complainant], concerning the unilateral interruption of the training internship. The same was followed by the forwarding to the [complainant] of the c.d. Communication Form for Early Termination of Traineeship with the relative just cause" (see note cit., p. 1);

− "following the interruption of the internship relationship, the [complainant] claimed to regain access to the company e-mail account that this Consortium had taken steps to make inaccessible from the date of interruption of the relative relationship" (see note cit., p. 1);

− "the Consortium and, above all, the [...] apprenticeship manager of the [complainant], verbally gave him the instructions and guidelines for using the e-mail account intended for him and repeatedly not complied with by the same. In fact, [the complainant] was repeatedly called upon to be correct in communicating via e-mail and, for this reason, to include copies of the other managers of the Consortium, according to the established procedures" (see cited note, p. 2);

− "since the Consortium is ISO 9001 certified, pursuant to current legislation, it is required to follow rigorous procedures in the use of correspondence, in particular by operating in support of public entities and in a context of both responsibility and confidentiality of documents sent mainly in 'scope of public tender procedures” (see cited note, p. 2);

− "during the month of non-use of the aforesaid e-mail, the Consortium merely viewed the possible existence of possible useful contents for the same" (see cited note, p. 2);

− "the Consortium possesses the archive of communications received in the month preceding the deactivation of the relative corporate account, all e-mails of strictly corporate content and interest and to which, in our opinion, [the complainant] has no interest in accessing them as they do not contain the complainant's personal data" (see cited note, p. 2);

− "the Consortium did not deem it appropriate to proceed with any automated communication of the deactivation of the company e-mail account of the [complainant]. It was, in fact, a training internship which involved a reduced amount of

correspondence and mainly with the other employees of the Copy of the Consortium” (see cited note, p. 2);

− "the forwarding of unauthorized communications by the company e-mail could also have occurred, in the context of public tender procedures, with extremely harmful results for the Consortium and above all for the supported local Administrations" (see note cit., p. 2, 3).

On 19 February 2021, the Consortium, following an invitation to provide further clarifications formulated by the Department, declared that:

- "[the] company account was deactivated on 06 April 2020. In the period of time between the termination of the internship relationship and the deactivation of the account, the Consortium was able to find the information received by the company account of the [complainant] by the Public Administrations, their customers.” (see note 2.19.2022, cit., p. 1);

- "the correspondence contained in the corporate account relating to the [complainant] is of a corporate nature and has passed between the Consorzio Reti Gas and its Public Administration customers and is kept for needs connected with the fulfillment of the obligations and relationships existing with the Administrations themselves ” (see cited note, p. 1);

- "access [...] to the corporate account [of the complainant] was made only after the termination of the related relationship and never before" (see cited note, p. 2).

On June 21, 2021, the complainant presented its own counter-arguments.

On 21 December 2021, the Consortium, following an invitation to provide further clarifications, declared that:

- "proceded for establishing a communication channel with the company email domain service provider [...] obtaining as the official date of elimination of the email account [of the complainant], that of 04.06.2020" (see note 21.12 .2021 cit., p. 1);

- "the acceptance receipt dated 21 May 2020 and produced by the counterparty, proves nothing about the continued activity and life of the company account in question. First of all, since [...] the two operating systems of ordinary mail and certified mail are incompatible with each other. Furthermore, the receipt of acceptance relating to the forwarding of an e-mail is devoid of any probative legal value regarding the receipt of the same, since it is, rather, a mere confirmation regarding the acceptance of the forwarding, produced by the server itself of the sender” (see cited note, p. 2);

- "with the [...] attempt made by the certified e-mail of the CRG, in addition to the regular and automatic generation of the acceptance receipt, it also produces itself [...] the failed forwarding due to unavailability and unavailability of the account [assigned to the complainant], since it no longer exists” (see note cit., p. 2).

On March 16, 2022, the complainant sent his counterarguments.

2. The initiation of the procedure for the adoption of corrective measures and the deductions of the Company.

On 18 March 2022, the Office carried out, pursuant to art. 166, paragraph 5, of the Code, the notification to the Company of the alleged violations of the Regulation found, with reference to articles 5, par. 1, lit. a), c) and e), 12 also with reference to art. 15, and 13 of the Regulation.

With the written defenses sent on April 11, 2022, the Company declared that:

- "in relation to the dispute [...] concerning the violation of art. 5, par. 1, lit. c) and e) [Regulations], it is noted that the email account managed by the [complainant] for the period following the termination of the internship relationship with the same was kept accessible by the undersigned Consortium for a period of time, from '11.2.2020 to 6.4.2020, which is not incongruous with respect to the need not only to take note of the communications exchanged with the public administrations that are clients of the Consortium, but also to those of monitoring any responses that could possibly be received from the clients themselves " (see note 11.4.2022 cit., p. 1);

- the complainant "at the time of termination of the traineeship refused to carry out an ordinary handover. This circumstance did not allow the Consortium to have precise knowledge of the communications sent by the [complainant] regarding participation in public procedures" (see cited note, p. 1);

- "in the light of the principle of accountability which inspires the current regulatory framework for the protection of personal data, the provisions of the [...] Guidelines [on e-mail and internet in the context of the employment relationship adopted by the Guarantor], if constitute a useful point of reference, they do not exclude that the purposes pursued therein and the principles that inspire them can be achieved with different measures and methods, the evaluations on the measures to be adopted remaining in the hands of the data controller, deemed appropriate for this purpose, taking into account account of the size and characteristics of the owner and the nature and amount of personal data processing. In the case in question, instead of adopting the automatic response mechanism suggested by the Guidelines, given the limited number of interlocutors to be informed, as evidenced by the limited number of conversations found in the [complainant's] account, the Consortium preferred to communicate by telephone to the few administrations interested in the deactivation of the account itself and the new contacts to contact" (see cited note, p. 1, 2);

- "the [complainant] could not have any expectation of confidentiality of the account communications, which could only be used

for reasons relating to business needs, in the context of which [the complainant] carried out his internship, such to exclude personal needs of another type [...] especially since the instructions provided by the tutor to the complainant, trainee, also concerned the obligation to send a copy to the tutor himself or to other managers of the Consortium, every communication sent [by the complainant] to third parties. This, however, found concrete confirmation, as there were no communications in the account other than those strictly inherent to the working relationships maintained by the company" (see cited note, p. 2);

- "the subsequent conservation of e-mail messages following the cancellation of the account was aimed at pursuing the needs of managing working relationships with the clients and possible judicial protection both against the latter and against [the complainant] ” (see cited note, p. 2);

- "the times for maintaining access to the account are all the more congruous if one considers that the period in question affected the generalized closures of the activities and the reduction of travel due to the [...] needs to protect public health that arose due to the Covid19 pandemic, due to which a lengthening of the times was determined due to the material reduction of the company activity" (see cited note, p. 2);

- "in relation to the contestation [of the violation of articles 12 and 13 of the Regulation] the Consortium has given instructions for the use of the company e-mail account during the course of the relationship" (see cited note, p. 2);

- "with reference [...] to the dispute [of the violation of art. 12 with reference to the art. 15 of the Regulation], [the complainant] in his note dated 11.2.2020 did not actually request access to his personal data nor did he request a copy of the communications of the e-mail account managed by him in constant relationship, but rather, it warned the Consortium to rehabilitate its use of the same account. After the termination of the relationship between the parties, this request appeared evidently unfounded, since the few communications received and transmitted by the account had exclusive business value and did not pertain to the complainant's personal correspondence. In fact, there is no doubt that following the termination of the employment or other type of relationship, the company is legitimated to preclude the use of the company e-mail account by the employee and to acquire the related contents within a limited margin of time” (see cited note, p. 3).

On 7 June 2022, during the hearing of the Consortium, the latter declared that:

- "the consortium works for a large part of the Italian municipalities providing consultancy to them";

- “the consortium currently has three employees who work in three different offices (one in Perugia and two in Rome). It is a very small reality whose annual turnover amounts to around 300,000 euros, born ten years ago and which, moreover, is also

finishing its main phase";

- "with reference to the facts that are the subject of the complaint, it should be noted that there were some misunderstandings and misunderstandings with the complainant from the outset [...]. The relationship with the complainant ended quickly almost immediately after its inception and in an uncooperative manner. In fact, the complainant did not allow a smooth handover in relation to the communications made with the customers nor regarding the list of customers themselves. This circumstance was aggravated by the complainant's failure to comply with the indication to inform other personnel of the consortium in the event of contact with customers. For these reasons, it was necessary to keep the account active in order to check the correspondence and verify that no feedback communications were received from the customer administrations";
- "the consortium has done a thorough job to comply with the data protection regulations, even oversized considering that the personal data processed in the performance of its activity are not many (relating mainly to the three employees considering that the customers are mostly administrations municipal)".

3. The outcome of the investigation and of the procedure for the adoption of corrective and sanctioning measures.

As a result of the examination of the declarations made to the Authority during the proceedings as well as of the documentation acquired, it appears that the Consortium, as owner, has carried out some processing operations, referring to the complainant, which are not compliant with the regulations on the matter of personal data protection.

The Consortium, in particular, following the termination of the internship relationship with the complainant (relationship between 11.2.2020), kept active, until 6 April 2020, the individualized e-mail account assigned to the complainant ("XX ") by accessing the electronic communications received on the same, following the termination of the aforementioned internship. No automatic answering system has been activated.

Furthermore, there is no evidence of compliance with the provisions of art. 13 of the Regulation regarding the processing carried out on the e-mail account assigned to the complainant.

In this regard, it is necessary to recall, first of all, that the exchange of electronic correspondence - unrelated or not to the activity carried out in a working environment - on an individualized company account configures an operation which allows to know some personal information relating to the interested party, and which, for this reason, the Guarantor has already deemed compliant with the principles regarding the protection of personal data (see Provv.ti December 4, 2019, n. 216, web doc. 9215890; February 1, 2018, n. 53, web doc. n. 8159221, point 3.4.) that, after the termination of the employment relationship,

the owner removes the account, after deactivating it and at the same time adopting automatic systems aimed at informing third parties and providing them with alternative addresses referring to his professional activity.

It should be noted that these principles are also applicable with reference to relationships connected to the workplace, which, while not translating into the establishment of a subordinate employment relationship and, while not characterized by a dependency relationship, in any case attribute, to the data controller, a large organizational power, both internal and external, an element to be considered to exist also in the present case since the conduct concerned the e-mail account assigned to the complainant in the context of an internship relationship.

In relation to what emerged during the preliminary investigation, it is necessary to note how the Consortium did not adequately inform the complainant in advance of the processing carried out on the company e-mail account assigned to him during the internship relationship.

This considering that the Consortium itself limited itself to stating that, together with the internship manager, "they verbally imparted [to the complainant] the instructions and guide addresses for the use of the e-mail account intended for him", without, in in any case, provide any evidence of this.

In this regard, it is noted that the art. 12 of the Regulation establishes that "the data controller adopts appropriate measures to provide the interested party with all the information referred to in articles 13 and 14 [...]. The information is provided in writing or by other means, including, where appropriate, by electronic means. If requested by the interested party, the information can be provided orally, provided that the identity of the interested party is proven by other means". In the present case, it does not appear that the interested party has requested that the information on the treatment be provided orally.

In this regard it is also necessary to observe how the requirement that the rules regarding the functioning of the e-mail account be written, on the basis of the principle of transparency which must characterize any type of treatment, is even more stringent considering that the same Consortium has declared that the complainant had been required to send a copy, to his tutor or to other Consortium managers, of any communication sent to third parties.

Considering this, it should be noted that it is up to the data controller, in accordance with the principle of accountability (Article 5, paragraph 2 of the Regulation), to document the activities carried out to fulfill the provisions of the legislation on the protection of personal data.

This conduct, therefore, is in contrast with the provisions of art. 13 of the Regulation on the basis of which the data controller is

required to provide the interested party in advance with all the information relating to the essential characteristics of the treatment and with the provisions of art. 12 of the Regulation.

It is also violated the art. 5, par. 1, lit. a) of the Regulations (principle of correctness) considering that the obligation to inform the person who carries out traineeship activities in a working context in which he is incardinated for carrying out the traineeship itself and whose instructions he must comply with is an expression of the general principle of fairness.

It was also ascertained that the Consortium which, on the basis of what was declared by the latter, in the period between the termination of the internship relationship and the cancellation of the individualized account was able to "find the information received from the company account of the [complainant] by the Public Administrations, their customers", has accessed the account itself, thus engaging in conduct in violation of art. 5, par. 1, lit. c) of the Regulation.

The Consortium has in fact directly accessed the aforementioned account, thus taking vision of the contents of the same, treating the individualized e-mail account, following the termination of the internship relationship, to implement a conduct that does not comply with the data protection regulations personal.

With regard to the declared need to access the individualized e-mail account assigned to the complainant "in order to fulfill the work assignments" of the Consortium (see note 2.19.2021, p. 1), it is necessary to recall that the Authority has already had the opportunity to specify that the legitimate need to ensure the ordinary performance and continuity of the company activity as well as to provide for the due conservation of documentation based on specific provisions of the law is ensured, first of all, by the preparation of management systems document with which, through the adoption of appropriate organizational and technological measures, to identify the documents which, during the performance of the work activity, must be gradually archived in a manner suitable for guaranteeing the characteristics of authenticity, integrity, reliability, legibility and availability prescribed by the applicable sector regulations (see the provisions of the D.P.C.M. 3 December 2013, laying down the Technical Rules on the conservation system pursuant to articles 20, paragraphs 3 and 5-bis, 23-ter, paragraph 4, 43, paragraphs 1 and 3, 44, 44-bis and 71, paragraph 1, of the Digital Administration Code referred to in Legislative Decree no. 82 of 2005; likewise the documents that have the quality of "accounting records" must be memorized and kept in specific ways: articles 2214 of the civil code; articles 43 and 44, d. lgs. 7 March 2005, no. 82, "Digital Administration Code").

E-mail systems do not allow, by their very nature, to ensure these characteristics.

The aim of preparing tools for the ordinary and efficient management of corporate document flows, therefore, can well be

pursued, in compliance with current provisions, with less invasive tools for the right to privacy of the interested parties, with respect to the above-described access activity by of the Consortium to the content of the communications received on the account assigned to the trainee which is therefore neither necessary nor proportionate to the purpose (see provision no. 53 of 1 February 2018, web doc. 8159221).

Furthermore, still with regard to the declared needs of "acknowledging the communications exchanged with the public administration clients of the Consortium, [and of] those of monitoring any responses that could possibly have been received from the clients themselves" (see note 11.4.2022 cit ., p. 1), it is recalled that, according to the consolidated orientation of the Guarantor (among the most recent see Provision n. 440 of 16 December 2021, web doc. n. 9739653), it achieves an adequate balance of interests in gaming (need to continue the economic activity of the data controller and the data subject's right to privacy) the activation of an automatic response system with which alternative addresses are provided for contacting the data controller, without the data controller having read the incoming communications on the individualized account assigned to the data subject.

This also derives from the principle of data minimization (Article 5, paragraph 1, letter c) of the Regulation) for which the data controller must only process data that is "adequate, pertinent and limited to what is necessary with respect to the purposes for the which are treated".

The (legitimate) purpose of maintaining contact with one's customers for the performance of one's business, therefore, could have been pursued with less invasive treatments and, therefore, compliant with data protection regulations, compared to that implemented in the case of species.

Although, in fact, the principle of accountability is central in the current regulatory context, this does not mean that the activities carried out by the data controller must comply with the regulations on the protection of personal data.

In any case, the Consortium's declaration that it had "communicated by telephone to the few administrations concerned that the account had been deactivated and the new contacts to contact" was not supported by any evidence.

With regard to the need to "further process some data for the need to pre-establish elements of defense in court" (see report of the hearing of 06.07.2022) indicated by the Consortium, it is noted that the legitimate interest in processing personal data to defend one's right in court cannot lead to an a priori cancellation of the right to the protection of personal data granted to the interested parties considering, among other things, that the content of the e-mail messages - as well as the external data of the

communications and the attached files - concern forms of assisted correspondence by guarantees of secrecy also protected constitutionally, the ratio of which lies in protecting the essential nucleus of human dignity and the full development of the personality in social formations; further protection derives from the penal provisions protecting the inviolability of secrets (articles 2 and 15 of the Constitution; Constitutional Court of 17 July 1998, n. 281 and 11 March 1993, n. 81; art. 616, fourth paragraph, Criminal Code; Article 49 of the Digital Administration Code).

Considering, in this regard, the clarifications provided by the Consortium with the written defense and during the hearing, with regard to the alleged violation of art. 5, par. 1, lett. e), of the Regulation, contained in the violation notification of 18 March 2022, there are no grounds for adopting measures with reference to this specific profile subject to dispute and it is therefore considered to file the aforementioned notification in the part concerning this specific profile object of dispute.

Finally, with reference to the dispute relating to the violation of art. 12, with reference to art. 15 of the Regulation, it is believed that the elements provided in the defense allow the relief to be overcome.

4. Conclusions: declaration of illegality of the treatment. Corrective measures pursuant to art. 58, par. 2, Regulation.

For the aforementioned reasons, the Authority believes that the declarations, documentation and reconstructions provided by the data controller during the preliminary investigation do not allow the findings notified by the Office to be overcome with the act of initiating the procedure and that they are therefore unsuitable to allow the filing of this proceeding, since none of the cases envisaged by art. 11 of the Regulation of the Guarantor n. 1/2019.

The processing of personal data carried out by the Consortium, and in particular access to the individualized e-mail account assigned to the complainant following the termination of the internship relationship and the absence of information, is in fact unlawful, in the terms set out above, in relation to articles 5, par. 1, lit. a), c), 12 and 13 of the Regulation.

The violation ascertained in the terms set out in the reasoning cannot be considered "minor", taking into account the nature and seriousness of the violation itself, the degree of responsibility, the manner in which the supervisory authority became aware of the violation (see Recital 148 of the Regulation).

Therefore, given the corrective powers attributed by art. 58, par. 2 of the Regulation, in the light of the specific case, the application of a pecuniary administrative sanction pursuant to art. 83 of the Regulation, commensurate with the circumstances of the specific case (Article 58, paragraph 2, letter i) of the Regulation).

5. Adoption of the injunction order for the application of the pecuniary administrative sanction and accessory sanctions (articles

58, paragraph 2, letter i), and 83 of the Regulation; art. 166, paragraph 7, of the Code).

At the end of the proceeding it appears that Consorzio Concessioni Reti Gas S.c.a.r.l. has violated the articles 5, par. 1, lit. a), c), 12 and 13 of the Regulation. For the violation of the aforementioned provisions, the application of the pecuniary administrative sanction envisaged by art. 83, par. 5, letter. a) and b) of the Regulation, through the adoption of an injunction order (art. 18, law 11.24.1981, n. 689).

Considering it necessary to apply paragraph 3 of the art. 83 of the Regulation where it provides that "If, in relation to the same treatment or related treatments, a data controller [...] violates, with willful misconduct or negligence, various provisions of this regulation, the total amount of the pecuniary administrative sanction does not exceed amount specified for the most serious violation", the total amount of the fine is calculated so as not to exceed the maximum prescribed by the same art. 83, par. 5.

With reference to the elements listed by art. 83, par. 2 of the Regulation for the purposes of applying the administrative fine and the relative quantification, taking into account that the fine must "in any case [be] effective, proportionate and dissuasive" (art. 83, paragraph 1 of the Regulation), it is represented that, in the present case, the following circumstances were considered:

a) in relation to the nature, gravity and duration of the violation, the nature of the violation was considered relevant, which concerned, among other things, the general principles of processing, including the principles of correctness and minimization (art. 83, par. 2, letter a) of the Regulation);

b) with reference to the intentional or negligent nature of the violation, it was considered that the conduct of the Consortium was merely negligent (Article 83, paragraph 2, letter b) of the Regulation);

c) with reference to the degree of responsibility of the controller, the conduct of the Consortium was taken into consideration, which did not comply with data protection regulations in relation to a plurality of provisions (Article 83, paragraph 2, letter d) of the Regulation);

d) in favor of the Consortium, the cooperation with the Supervisory Authority demonstrated during the proceeding was taken into account (see Article 83, paragraph 2, letter f) of the Regulation);

e) always in favor of the Consortium, it was considered that the treatment concerned only one data subject (Article 83, paragraph 2, letter k) of the Regulation).

It is also believed that they assume relevance in the present case, taking into account the aforementioned principles of

effectiveness, proportionality and dissuasiveness with which the Authority must comply in determining the amount of the fine (Article 83, paragraph 1, of the Regulation), in firstly, the economic conditions of the offender, determined on the basis of the revenues earned by the Consortium with reference to the condensed financial statements for the year 2021. Lastly, the entity of the sanctions imposed in similar cases is taken into account.

In the light of the elements indicated above and the assessments made, it is believed, in the present case, to apply against Consorzio Concessioni Reti Gas S.c.a.r.l. the administrative sanction of the payment of a sum equal to 2,000 (two thousand) euros.

In this context, it is also considered, in consideration of the type of violations ascertained that concerned the general principles of treatment that pursuant to art. 166, paragraph 7, of the Code and of the art. 16, paragraph 1, of the Guarantor Regulation n. 1/2019, this provision must be published on the Guarantor's website.

It is also believed that the conditions pursuant to art. 17 of Regulation no. 1/2019.

ALL THAT BEING CONSIDERED, THE GUARANTOR

notes the illegality of the processing carried out by Consorzio Concessioni Reti Gas S.c.a.r.l., in the person of its legal representative, with registered office in Via Fratelli Cairoli, 24, Tax Code 03185810540, pursuant to art. 143 of the Code, for the violation of the articles 5, par. 1, lit. a), c), 12 and 13 of the Regulation;

DETERMINE

to file the dispute adopted against Consorzio Concessioni Reti Gas S.c.a.r.l., in the person of its legal representative, with deed dated 18 March 2022, limited to the violation of art. 5, par. 1, lit. e) of the Regulation and of the art. 12 with reference to the art. 15 of the Regulation;

ORDER

pursuant to art. 58, par. 2, lit. i) of the Regulation to Consorzio Concessioni Reti Gas S.c.a.r.l., to pay the sum of 2,000 (two thousand) euros as an administrative fine for the violations indicated in this provision;

ENJOYS

then to Consorzio Concessioni Reti Gas S.c.a.r.l. to pay the aforementioned sum of 2,000 (two thousand) euros, according to the methods indicated in the attachment, within 30 days of notification of this provision, under penalty of the adoption of the consequent executive acts pursuant to art. 27 of the law n. 689/1981. It should be remembered that the offender retains the

right to settle the dispute by paying - always according to the methods indicated in the attachment - an amount equal to half of the fine imposed, within the term set out in art. 10, paragraph 3, of Legislative Decree lgs. no. 150 of 1.9.2011 envisaged for the lodging of the appeal as indicated below (art. 166, paragraph 8, of the Code);

HAS

the publication of this provision on the Guarantor's website pursuant to art. 166, paragraph 7, of the Code and of the art. 16, paragraph 1, of the Guarantor Regulation n. 1/20129, and believes that the conditions pursuant to art. 17 of Regulation no. 1/2019.

Pursuant to art. 78 of the Regulation, as well as articles 152 of the Code and 10 of Legislative Decree no. 150/2011, opposition to the ordinary judicial authority may be lodged against this provision, with an appeal lodged with the ordinary court of the place identified in the same art. 10, within the term of thirty days from the date of communication of the measure itself, or sixty days if the appellant resides abroad.

Rome, March 9, 2023

PRESIDENT

Station

THE SPEAKER

Station

THE SECRETARY GENERAL

Matthew