

Italy No. 1 (2023)

# Agreement

between the United Kingdom of Great Britain and Northern Ireland and the Italian Republic on Mutual Recognition of Driving Licences for the Purposes of Exchange

Rome, 23 December 2022

[The Agreement is not in force]

Presented to Parliament by the Secretary of State for Foreign, Commonwealth and Development Affairs by Command of His Majesty January 2023

## **OGL**

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## AGREEMENT BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE ITALIAN REPUBLIC ON THE MUTUAL RECOGNITION OF DRIVING LICENCES FOR THE PURPOSES OF EXCHANGE

The United Kingdom of Great Britain and Northern Ireland ("the United Kingdom") and the Italian Republic (hereafter referred to as "Parties"), with the aim of ensuring mutual recognition for the purpose of exchange of driving licences issued by the Competent Authorities of the Parties,

Whereas, the mutual recognition of driving licences between the Parties was until 31 December 2020 regulated by Directive 2006/126/EC of the European Parliament and of the Council of 20 December 2006 on driving licences,

Whereas a United Kingdom driving licence, as long as it has not expired, remains valid for the purposes of driving in the territory of the Italian Republic for one year after the date of acquisition of the holder's residence in the territory of the Italian Republic,

Whereas an Italian driving licence remains valid for the purposes of driving in the territory of the United Kingdom until its expiry date even after the holder has acquired residence in the territory of the United Kingdom,

Have agreed as follows:

#### ARTICLE 1

## **Mutual Recognition for the Purpose of Exchange**

- 1. Each Party shall mutually recognise, for the purpose of exchange, full, non-provisional and valid driving licences, that have been issued by the Competent Authorities of the other Party in accordance with its domestic legislation, to holders of such driving licences who acquire residency in its territory.
- 2. The United Kingdom shall also recognise, for the purpose of exchange, all expired driving licences issued by Competent Authorities of the Italian Republic. The Italian Republic shall also recognise, for the purpose of exchange, driving licences issued by Competent Authorities of the United Kingdom that have expired not more than five (5) years before they are presented for exchange.
- 3. This Article shall not apply:
  - (a) to a United Kingdom "provisional licence" or an Italian "*autorizzazione* per esercitarsi alla guida" ("authorisation to drive as a learner"); or
  - (b) to a driving licence subject to any restrictive measure, permanent or temporary, which excludes the use of the licence.

## **Meaning of Residence**

For the purpose of interpreting this Agreement the term "residence" is defined in the domestic legislation of each Party as follows:

- (a) In the Italian Republic, the term "residence" as used in this Agreement means "residenza anagrafica" ("registered address").
- (b) In the United Kingdom, the term "residence" as used in this Agreement means "normal and lawful residence".

#### ARTICLE 3

## **Exchange without Theoretical or Practical Tests**

- 1. Holders of driving licences issued by the Competent Authorities of a Party, who acquire residence in the territory of the other Party, may exchange their licences without having to take theoretical or practical tests.
- 2. Exchange of driving licences shall be carried out in accordance with this Agreement including the Annexes.
- 3. Holders of driving licences issued by the Competent Authorities of the United Kingdom may only exchange their licences if they have been resident in the Italian Republic for less than six (6) years at the time of application for exchange.
- 4. Paragraph 3 does not apply to holders of driving licences issued by the Competent Authorities of the United Kingdom who have acquired residence in the Italian Republic on or before 31 December 2020. Such holders may therefore exchange their licences even if they have been resident in the Italian Republic for a period of more than six (6) years.
- 5. Holders of driving licences issued by the Competent Authorities of the Italian Republic may exchange their licences without taking theoretical or practical tests if they are resident in the United Kingdom regardless of when they acquired residence.

#### ARTICLE 4

#### **Administrative Processes**

1. For the purpose of exchange, licence holders shall follow the administrative processes set out in the exchanging Party's domestic legislation, including where

applicable the submission of a medical certificate proving the holder's fitness to drive necessary for the requested categories and the payment of fees.

2. If the holder applying for exchange has a medical condition that affects their driving abilities, the exchanging Party may require evaluation as defined by its domestic legislation.

#### ARTICLE 5

#### **Age Requirements**

In order for this Agreement to apply, the holder of the driving licence must meet the age stipulated in the exchanging Party's domestic legislation for the category requested.

#### ARTICLE 6

## **Newly Qualified Drivers**

Upon exchange, each Party shall recognise the time already elapsed since the licence was issued by a Competent Authority of the other Party for the purposes of applying the respective domestic legislation for newly qualified drivers.

#### ARTICLE 7

#### **Lost or Stolen Licences**

- 1. The procedures laid down in this Agreement for the exchange of driving licences shall also apply if the holder cannot surrender the original licence, as provided in Article 12, because it is lost or stolen. In such a circumstance, the exchanging Party shall request information from the Party that issued the lost or stolen licence whose exchange is requested.
- 2. The request for information shall be made using the template provided in Annex K and in the manner specified in Article 13.
- 3. The holder of a driving licence issued in the United Kingdom who requests the exchange of a lost or stolen licence shall provide to the Competent Authority of the Italian Republic, in addition to the normal required documentation, a copy of the report of loss or theft filed with the competent Italian police authorities.

## Licences issued before acquisition of Residence

This Agreement shall apply only to driving licences issued prior to the acquisition of residence of the holder in the territory of the exchanging Party.

#### ARTICLE 9

#### Licences issued by exchange of licences issued by a third country

This Agreement shall not apply to those driving licences which have been obtained in exchange for a licence issued by a third country unless the exchanging Party has an agreement or understanding with that country on licence exchange.

#### ARTICLE 10

## **Tables of Equivalence and Model Driving Licences**

- 1. The equivalence between the categories of driving licences issued by the Competent Authorities of each Party is specified in the "Tables of Equivalence" in Annex K to this Agreement.
- 2. The driving licence for which exchange is requested shall correspond to one of the models in the list "Model Driving Licences" in Annex K to this Agreement.
- 3. The Parties shall mutually exchange the model driving licence images identified in the Model Driving Licences List by means of an exchange of notes through diplomatic channels. If a Party changes its model driving licence, it shall forward the new model to the other Party.

#### ARTICLE 11

## **Central and Competent Authorities**

- 1. The Central Authorities for the purpose of this Agreement are as follows:
  - (a) in the Italian Republic, the *Ministero delle Infrastrutture e dei Trasporti Dipartimento per la mobilità sostenibile* ("Ministry of Infrastructure and Transport Department for Sustainable Mobility").
  - (b) in the United Kingdom, the Department for Transport.

- 2. The Competent Authorities responsible for driving licence exchange procedures are the following:
  - (a) In the Italian Republic, the Ministry of Infrastructure and Transport Department for Sustainable Mobility which carries out individual driving licence exchange procedures at its local offices called *Uffici della Motorizzazione Civile* ("UMC") ("Civil Motorisation Office") located throughout the Italian territory.
  - (b) In the United Kingdom,
    - (i) the Driver and Vehicle Licensing Agency in Great Britain; and
    - (ii) the Driver and Vehicle Agency in Northern Ireland.

#### **Return of Licences**

- 1. The Competent Authority carrying out the exchange of the driving licence shall hold the surrendered licence and return it in original form within forty (40) days after its withdrawal to the other Party, in the manner specified in paragraph 2. The driving licence may be withdrawn from the holder only when the new licence requested for exchange has been issued.
- 2. The return of the original driving licence shall take place in the following manner:
  - (a) The Competent Authorities of the Italian Republic (*Uffici della Motorizzazione Civile* (UMC)) shall return driving licences issued in the United Kingdom to the British diplomatic representation present on Italian territory.
  - (b) The Competent Authorities of the United Kingdom shall return driving licences issued in the Italian Republic to the Central Authority of the Italian Republic identified in Article 11, paragraph 1, sub-paragraph (a).
- 3. The Parties shall inform each other of the addresses of their Authorities to which the original driving licences surrendered following a successful exchange should be returned.

## **Requests for Information**

- 1. The Competent Authority carrying out the exchange may request an official translation of the driving licence from the licence holder. An official translation may be requested from the licence holder only where the concerned driving licence is in paper form and has additional text which is not already included in the models exchanged between the Parties pursuant to Article 10, paragraph 3.
- 2. The Competent Authority carrying out the exchange may request information from the Competent or Central Authority of the other Party if it has doubts as to the validity or authenticity of the licence and the data entered on it.
- 3. The exchange of information for the purposes of paragraph 2 shall take place by email, with an adequate level of protection, as follows:
  - (a) the Competent Authorities of the United Kingdom shall forward the request for information to the Central Authority of the Italian Republic identified in Article 11, paragraph 1, sub-paragraph (a).
  - (b) the Competent Authorities of the Italian Republic shall forward the request for information to the Competent Authority of the United Kingdom identified in Article 11, paragraph 2, sub-paragraph (b).

#### ARTICLE 14

#### **Discrepancies**

- 1. The Party receiving the licence, which is returned after exchange, shall inform the other Party if the licence shows discrepancies with regard to validity, authenticity and the data contained therein.
- 2. This information shall be transmitted by email with an adequate level of protection, as follows:
  - (a) the Competent Authority of the United Kingdom (Article 11, paragraph 2, sub-paragraph (b)) which receives the United Kingdom driving licence exchanged in the Italian Republic shall directly inform the Competent Authority of the Italian Republic which carried out the return.
  - (b) the Central Authority of the Italian Republic (Article 11, paragraph 1, sub-paragraph (a)) which receives the Italian driving licence exchanged in the United Kingdom shall directly inform the Competent Authority of the United Kingdom which carried out the return.

3. The Parties shall inform each other of the email addresses of their Authorities for the application of Articles 13 and 14.

#### ARTICLE 15

#### **Personal Data Protection**

- 1. For the implementation of this Agreement, the Parties shall apply their respective national personal data protection legislation, taking into account the following:
  - (a) the European Commission's Implementing Decision of 28 June 2021, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate protection of personal data by the United Kingdom ("EU Adequacy Decision concerning the United Kingdom"), which shall remain in force until 27 June 2025; and
  - (b) the recognition by the United Kingdom of the Italian Republic as adequate ("United Kingdom Adequacy Regulation concerning Italy").
- 2. If the EU Adequacy Decision concerning the United Kingdom or the United Kingdom Adequacy Regulation concerning Italy is repealed, suspended or not renewed, this Agreement may be suspended by either Party until the Parties agree on arrangements for the protection of personal data.

#### ARTICLE 16

## **Implementing legislation**

- 1. This Agreement shall be implemented in accordance with the domestic legislation of the Italian Republic and the United Kingdom as well as applicable international law and, for the Italian Republic, the obligations arising from its membership of the European Union.
- 2. The Central Authorities will notify each other of any material changes in their domestic legislation that may affect the application of this Agreement. Each Party may request further negotiations through diplomatic channels if there is a material change.

#### ARTICLE 17

#### **Expenses**

The expenses arising from the implementation of this Agreement shall be borne by the Parties within the limits of their respective financial resources without creating additional burdens on the ordinary budgets of the Italian Republic or the United Kingdom.

#### ARTICLE 18

## **Dispute Settlement**

Any dispute in relation to the interpretation or application of this Agreement shall be settled through amicable consultations and direct discussions between the Parties.

#### ARTICLE 19

#### **Final Provisions**

- 1. This Agreement shall enter into force thirty (30) days after the date of receipt of the second of the two (2) notifications by which the Parties notify each other through diplomatic channels that their respective internal procedures necessary for the entry into force of the Agreement have been completed.
- 2. This Agreement, including Annexes A-D, may be amended by mutual consent in writing. Such amendments will enter into force in by the same procedures referred to in paragraph 1.
- 3. Annex K may be amended by mutual consent through an exchange of notes through diplomatic channels. Such amendments shall enter into force thirty (30) days after the date of receipt of the response note.
- 4. This Agreement shall be valid for five (5) years from entry into force and shall be automatically extended for further periods of five (5) years. The Parties shall enter into consultations to review the Agreement one (1) year prior to each extension. If consultations reveal the need for amendments, they shall be made as provided for by this Article.
- 5. This Agreement may be terminated at any time by either Party by written notification through diplomatic channels and shall cease to have effect six (6) months after receipt of notice of termination.

## ARTICLE 20

## **Territorial Application**

1. This Agreement shall apply:

- (a) on the one hand, to the territory of the United Kingdom and the following territories for whose international relations the United Kingdom is responsible:
  - (i) Gibraltar;
  - (ii) the Channel Islands which comprise the Bailiwick of Guernsey and the Bailiwick of Jersey; and
  - (iii) the Isle of Man:
- (b) and, on the other hand, to the territory of the Italian Republic.
- 2. In its application to Gibraltar, the Agreement applies with modifications as indicated in "Annex A: Gibraltar".
- 3. In its application to the Bailiwick of Guernsey, the Agreement applies with modifications as indicated in "Annex B: Bailiwick of Guernsey".
- 4. In its application to the Isle of Man, the Agreement applies with modifications as indicated in "Annex C: Isle of Man".
- 5. In its application to the Bailiwick of Jersey, the Agreement applies with modifications as indicated in "Annex D: Bailiwick of Jersey".

Done at Rome, on twenty-three December 2022, in two originals, each in the English and Italian languages, all texts being equally authentic.

For the United Kingdom of Great Britain and Northern Ireland:

For the Italian Republic:

**ED LLEWELLYN** 

**INIGO LAMBERTINI** 

## **ANNEX A: GIBRALTAR**

In its application to Gibraltar, the Agreement is modified as follows:

#### PART 1

#### 1. Article 1

In Article 1, paragraph 2:

"The United Kingdom shall also recognise, for the purpose of exchange, all expired driving licences issued by Competent Authorities of the Italian Republic."

is replaced with:

"Gibraltar shall also recognise, for the purpose of exchange, all expired driving licences issued by Competent Authorities of the Italian Republic, provided that the licence was valid at the time the holder entered Gibraltar."

#### 2. Article 2

In Article 2, sub-paragraph (b):

"In the United Kingdom, the term "residence" as used in this Agreement means "normal and lawful residence"."

is replaced with:

"In Gibraltar, the term "residence" as used in this Agreement means "normal residence"."

#### 3. Article 11

In Article 11, paragraph 2, sub-paragraph (b):

"In the United Kingdom, (i) the Driver and Vehicle Licensing Agency in Great Britain; and (ii) the Driver and Vehicle Agency in Northern Ireland."

is replaced with:

"In Gibraltar, HM Government of Gibraltar's Driver and Vehicle Licencing Department."

#### 4. Article 15

Article 15 is replaced with:

#### **Personal Data Protection**

Personal data exchanged between the Parties for the implementation of this Agreement shall be processed in accordance with Part 2 of this Annex."

**Note**: The Tables of Equivalence and the list "Model Driving Licences" provided for in Article 10 of the Agreement, relating to Gibraltar are contained in Annex K.

#### PART 2

## Provisions on the transfer of personal data between the Italian Republic and Gibraltar

- 1. The Parties shall have regard to:
  - (a) for the Italian Republic: Article 46(2)(a) of Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC ("EU GDPR"); and
  - (b) for Gibraltar: Article 46(2)(a) of "Gibraltar GDPR" i.e. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as retained in Gibraltar law by the European Union (Withdrawal) Act 2019, and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
- 2. Each Competent Authority of a Party, as defined in Article 11, paragraph 2 of this Agreement, as amended in its application to Gibraltar by paragraph 3 of Part 1 of this Annex, shall apply the guarantees for the transfer of personal data to a Competent Authority of the other Party as specified in this Annex. It is recalled that such guarantees are binding for the Parties.

#### **Definitions**

- 3. For the purposes of Part 2 of this Annex, the following definitions shall apply:
  - (a) "personal data": any information relating to an identified or identifiable natural person ("Data Subject"), under the Agreement. An

identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- (b) "special category data": personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data for the purpose of uniquely identifying a natural person, as well as data concerning health or a natural person's sex life or sexual orientation.
- (c) "criminal offence data": personal data relating to criminal convictions and offences or related security measures.
- (d) "ordinary personal data": personal data other than special category or criminal offence data.
- (e) "processing": any operation or set of operations, which is performed upon personal data or sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (f) "transfer": sending of personal data by a Competent Authority of a Party to a Competent Authority of the other Party.
- (g) "further communication": sending of personal data by a receiving Competent Authority to another authority of the same country i.e. not including Competent Authorities under the Agreement.
- (h) "further transfer": sending of personal data by a receiving Competent Authority to an authority of a third country or an international organisation.
- (i) "profiling": any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.
- (j) "personal data breach": a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- (k) "applicable legal requirements": the existing regulatory framework applicable to any Competent Authority, including personal data protection legislation.

- (l) "Supervisory Authority": the independent authority set up by each Party to supervise the application of their respective domestic personal protection legislation:
  - (i) In the Italian Republic, the Supervisory Authority, under Article 77 of EU GDPR, is the Italian Data Protection Authority (*Garante per la protezione dei dati personali*), whose activity is regulated by Article 140-bis and subsequent articles of the Personal Data Protection Code (Legislative Decree 196/2003 and subsequent modifications and integrations to it).
  - (ii) In Gibraltar, the Supervisory Authority, under Article 77 of Gibraltar GDPR and section 123 of the Data Protection Act 2004, is the Gibraltar Regulatory Authority whose activity is regulated by Parts V and VI of the Data Protection Act 2004.

## (m) "rights of the Data Subject":

- (i) "right to receive information": the right of a Data Subject to obtain information on the processing of their personal data in a concise, transparent, intelligible and easily accessible form.
- (ii) "right of access": the right of a Data Subject to obtain confirmation as to whether or not their personal data are being processed, and, where that is the case, to obtain access to their personal data and details of the ongoing processing.
- (iii) "right to rectification": the right of a Data Subject to obtain the rectification of inaccurate personal data and the completion of incomplete personal data, without undue delay.
- (iv) "right to erasure": the right of a Data Subject to obtain the erasure of their personal data when they are no longer necessary in relation to the purposes for which they were collected or otherwise processed, or when the personal data have been unlawfully collected or processed according to Part 2 of this Annex or applicable legal requirements.
- (v) "right to object": the right of a Data Subject to object at any time, on grounds relating to their particular situation, to processing of their personal data, without prejudice to the existence of compelling legitimate grounds for the processing, which override the interests, rights and freedoms of the Data Subject, including the establishment, exercise or defence of legal claims.
- (vi) "right to restriction of processing": the right of a Data Subject to obtain the restriction of processing their personal data when such

personal data are inaccurate, the processing is unlawful, the Competent Authority no longer needs the personal data for the purposes for which they were collected, or the Data Subject has lodged an opposition whose assessment is pending.

(vii) "right not to be subject to automated decisions": the right of a Data Subject not to be subject to a decision based solely on automated processing which produces legal effects concerning the Data Subject or similarly significantly affects the Data Subject.

## **Scope of Application**

- 4. Part 2 of this Annex shall apply to driving licence holders, pursuant to Article 1 of this Agreement, who request the exchange of a licence issued by the Competent Authority of a Party to a licence issued by a Competent Authority of the other Party. Prior to the issuance of the latter licence, the persons concerned may at any time revoke their consent to the processing of their personal data, thereby cancelling the exchange procedure.
- 5. In order to establish eligibility and to provide the service, the following personal data concerning Data Subjects may be processed:
  - (a) Ordinary personal data: biographical data (name and surname, nationality, place and date of birth, residence/domicile), contact data (telephone, e-mail), data relating to the driving licence whose exchange is requested (hereinafter "driving licence") (number, date of issue and expiry with reference to each category, any restrictive measures), method of obtaining the driving licence (examinations or exchange of driving licence issued by a third country with identification of that country), any further data required for the exchange of the driving licence in the event that the driving licence shows anomalies with regard to validity, authenticity and the data shown on it.
  - (b) Special category data: any conditions of use in relation to the driving licence, also formalised in the form of codes, connected with the evaluation of the requirements of fitness to drive.
- 6. As it is not provided for in the Agreement, the following are prohibited:
  - (a) use of automated processes;
  - (b) exchange of criminal offence data; and
  - (c) profiling of Data Subjects.

## Guarantees for the Protection of Personal Data Limitation of purpose

7. Personal data shall be transferred between the Competent Authorities for the sole purpose of pursuing the purposes listed at paragraphs 4 and 5 of Part 2 of this Annex. The Competent Authorities shall not further communicate or transfer personal data for purposes other than the above-mentioned ones, making sure to acquire appropriate guarantees in order to assure that the subsequent processing is limited to the said purposes, considering paragraphs 17 to 20 of Part 2 of this Annex.

## Data quality and proportionality

- 8. The transferring Competent Authority will only transfer personal data that are adequate, relevant and limited to what is necessary for the purposes for which they are transferred and further processed. Transfer of special category data is permitted solely if strictly necessary for pursuing the purposes of the Agreement.
- 9. The transferring Competent Authority shall ensure that, to its knowledge, the personal data it is transferring are accurate and, if necessary, updated. In case a Competent Authority finds out that personal data transferred to another authority are inaccurate, it shall inform the receiving Competent Authority, which will correct the personal data as needed.

### **Transparency**

- 10. Each Competent Authority shall provide the Data Subject with relevant information on the measures to be adopted under domestic legislation to ensure that the personal data processing complies with Part 2 of this Annex, with particular reference to:
  - (a) the identity and contact details of the Data Controller and, where applicable, of the Data Protection Officer;
  - (b) the purpose, legal basis and modalities of personal data processing, including the storage period;
  - (c) the recipients to whom such personal data can be transferred or sent as further communications or transfers, ensuring that the envisaged guarantees and reasons for sending the personal data are specified;
  - (d) the rights of the Data Subject according to Part 2 of this Annex and applicable legal requirements, including the modalities for exercising such rights;

- (e) information on possible delays or applicable restrictions regarding the exercise of such rights;
- (f) the right to lodge a complaint with a Supervisory Authority, specifying the relevant contact details, as well the right to apply to a Judicial Authority.
  - (i) For the Italian Republic: the competent Judicial Authority, under Article 79 EU GDPR, is the Ordinary Judge, as provided for at Article 152 of the Personal Data Protection Code (Legislative Decree 196/2003 and subsequent modifications and integrations to it); and (ii) For Gibraltar: the competent Judicial Authority, under Article 79 Gibraltar GDPR, is the Magistrate's Court of Gibraltar, as noted in section 182 of the Data Protection Act 2004.
- 11. Each Competent Authority shall publish the above-mentioned relevant information on its website, jointly with the Agreement. A copy of the relevant information, as well as a reference to such site, shall also be included in the individual communications to Data Subjects.

## Security and confidentiality

- 12. Each Competent Authority shall implement appropriate technical and organisational measures to protect the received personal data from accidental or unlawful access, destruction, loss, alteration or unauthorised disclosure. The aforementioned measures shall include appropriate administrative, technical and physical security measures. Such measures must also include the classification of personal data as ordinary and special category data, the limitation of persons authorised to access personal data, the secure storage of personal data depending on their type and the adoption of policies intended to ensure that personal data are kept secure and confidential, including the implementation of pseudonymisation and encryption techniques. The strictest security measures shall be implemented for the processing of special category data, providing more selective access and special training for the operators.
- 13. In case the receiving Competent Authority becomes aware of a personal data breach, it shall inform the transferring Competent Authority within forty-eight (48) hours, and take reasonable and appropriate measures to remedy or minimise possible negative effects for the Data Subjects, including informing such Data Subjects, without undue delay, of the occurrence of the breach, if it may pose a high risk for their rights and freedoms.

## Modalities for exercising rights

14. Each Competent Authority shall implement appropriate measures in order, on a request from a Data Subject, to be able to:

- (a) confirm whether or not it is processing the Data Subject's personal data and, where that is the case, provide access to such personal data and information on their processing, including information on processing purposes, data categories being considered, the origin and recipients of the personal data, envisaged storage period and the possibility of filing a complaint or seeking a judicial remedy;
- (b) identify all the Data Subject's personal data transferred to the other Competent Authority under Part 2 of this Annex; and
- (c) provide relevant information, also on its own website, regarding the guarantees applicable to the transfer of personal data to the other Competent Authority.
- 15. Each Competent Authority shall act in a reasonable and timely manner on a Data Subject request for the rectification, erasure, processing limitation or opposition to processing of their personal data or for the exercise of the Data Subject's right not to be subject to automated decision-making. The mail or email addresses to file the above-mentioned requests must be specified in the relevant information sent to the Data Subjects, under paragraphs 10 and 11 of Part 2 of this Annex on transparency. A Competent Authority can take appropriate measures, for example charging a reasonable fee to cover the administrative costs of the request, or refusing to act on it, should such request be manifestly unfounded or excessive.
- 16. The rights of the Data Subjects may be limited, to the extent in which it is necessary and proportionate in a democratic society, to safeguard important objectives of public interest recognised by the Parties, in the spirit of reciprocity, which is a characteristic of international cooperation. The protection of the rights and freedoms of others, national security, defence, prevention, investigation, detection and prosecution of criminal offences, as well as the implementation of a monitoring, inspection or regulatory function connected, even occasionally, with the executive and supervisory activities of the Competent Authorities, operating in the exercise of the official authority vested in them, fall into this scope. The aforesaid limitations, to be regulated by law, may continue to remain in place only insofar as the reason that originated them still exists.

## Further communication or transfer of personal data

Further communication of personal data

17. A receiving Competent Authority can proceed to the further communication of personal data to another authority of the same country solely with the prior written approval of the transferring Competent Authority and if the aforesaid other authority provides the same guarantees provided for in Part 2 of this Annex. In the written authorisation request, the receiving Competent Authority must provide sufficient information on the type of personal data it intends to communicate, the other receiving authority and the legal basis, reasons and purposes of the communication.

- 18. A receiving Competent Authority can proceed, by way of exception, to the further communication of personal data to another authority of the same country without the prior authorisation of the transferring Competent Authority solely if it becomes necessary for at least one of the following reasons:
  - (a) the protection of the vital interests of a Data Subject or another natural person;
  - (b) the establishment, exercise or defence of an administrative or judicial right;
  - (c) the conduct of an investigation or criminal proceedings closely connected with the activities for which the personal data were transferred.
- 19. In the above-mentioned cases, the receiving Competent Authority shall give prior notice to the transferring Competent Authority of the further communication, providing details on the personal data requested, the other requesting authority and the pertinent legal basis. Where providing such prior notice conflicts with a confidentiality obligation, as in the case of ongoing investigations, the receiving Competent Authority shall inform the transferring Competent Authority of the occurrence of the further communication as soon as possible. In the above-mentioned cases, the transferring Competent Authority must keep note of these notifications and communicate them to its Supervisory Authority on its request. The receiving Competent Authority shall seek to ensure the containment of the further communication, without previous authorisation, of personal data received under Part 2 of this Annex, in particular by invoking all the applicable exemptions and limitations.

## Further Transfer of Personal Data

20. A receiving Competent Authority can proceed to the further transfer of personal data to another authority of a third country or an international organisation solely with the prior written approval of the transferring Competent Authority and if the third country or the international organisation provide the same guarantees provided for in Part 2 of this Annex. In the written authorisation request, the receiving Competent Authority must provide sufficient information on the type of personal data it intends to further transfer, the aforesaid other receiving authority and the legal basis, reasons and purposes of the further transfer.

### **Duration of data retention**

21. The Competent Authorities shall retain personal data for as long as required by applicable legal requirements, which must provide a time frame not exceeding what is necessary and proportionate in a democratic society for the purposes for which they are processed.

## Administrative and judicial protection

- 22. If a Data Subject considers that a Competent Authority has failed to meet the guarantees provided for in Part 2 of this Annex or the Data Subject's personal data have been subject to unlawful processing, he or she has the right to lodge a complaint with a Supervisory Authority and to apply to a Judicial Authority, in accordance with the legal requirements applicable in the jurisdiction where the presumed breach has occurred. Moreover, the Data Subject has the right to recover any damages incurred.
- 23. In the event of a legal dispute or claim made by a Data Subject against the transferring Competent Authority or the receiving Competent Authority with regard to the processing of the personal data of the Data Subject, the Competent Authorities will exchange information on such disputes or claims and shall seek to settle the dispute or claim amicably and in a timely manner.
- 24. If the Data Subject raises an objection and the transferring Competent Authority considers that the receiving Competent Authority has not acted in compliance with the guarantees provided for in Part 2 of this Annex, the transferring Competent Authority shall suspend the transfer of personal data to the receiving Competent Authority until it considers that the latter has solved the problem satisfactorily. The transferring Competent Authority shall inform the Data Subject and the Supervisory Authority about any developments.

## Supervision

- 25. The external supervision on the correct implementation of Part 2 of this Annex is guaranteed by the Supervisory Authorities of the two Parties.
- 26. Each Competent Authority shall conduct regular checks on its own policies and procedures in the implementation of Part 2 of this Annex and their effectiveness. In response to a reasonable request by a Competent Authority, the requested Competent Authority shall review its policies and procedures on personal data processing to ascertain and confirm that the guarantees provided for in Part 2 of this Annex have been effectively implemented. The outcome of the review shall be communicated to the Competent Authority which requested the review.
- 27. If a receiving Competent Authority is unable, for any reason, to implement effectively the guarantees provided for in Part 2 of this Annex, it shall inform without delay the transferring Competent Authority, in which case such Competent Authority shall suspend the transfer of personal data to the receiving Competent Authority until the latter has confirmed that it is once again able to act in compliance with the aforementioned guarantees. In this regard, the transferring and receiving Competent Authorities will keep their respective Supervisory Authorities informed.
- 28. If a transferring Competent Authority considers that the receiving Competent Authority has not acted in compliance with the guarantees provided for in Part 2 of this Annex, the transferring Competent Authority shall suspend the transfer of

personal data to the receiving Competent Authority until it believes that the latter has resolved the matter satisfactorily. In this regard, the transferring Competent Authority will keep its Supervisory Authority informed.

## **Review**

- 29. The Parties may consult to review Part 2 of this Annex in case of substantial change in the applicable legal requirements. The amendments shall enter into force as specified in Article 19, paragraph 2, of the Agreement.
- 30. All personal data already transferred under Part 2 of this Annex shall continue to be processed by applying the guarantees provided for therein, including after the suspension, expiry or termination of the Agreement.

#### ANNEX B: BAILIWICK OF GUERNSEY

In its application to the Bailiwick of Guernsey, the Agreement is modified as follows:

## 1. Preamble

In the Preamble:

- (a) the second paragraph is deleted.
- (b) the fourth paragraph is replaced with:

"Whereas, an Italian driving licence, as long as it has not expired, remains valid for the purposes of driving in the territory of the Bailiwick of Guernsey, for one (1) year after the date of acquisition of the holder's residence in the Bailiwick of Guernsey."

#### 2. Article 1

In Article 1, paragraph 2:

"The United Kingdom shall also recognise, for the purpose of exchange, all expired driving licences issued by Competent Authorities of the Italian Republic."

is replaced with:

"The Bailiwick of Guernsey shall also recognise, for the purpose of exchange, driving licences issued by Competent Authorities of the Italian Republic that have expired not more than five (5) years before they are presented for exchange."

#### 3. Article 2

In Article 2, sub-paragraph (b):

"In the United Kingdom, the term "residence" as used in this Agreement means "normal and lawful residence"."

is replaced with:

"In the Bailiwick of Guernsey, the term "residence" as used in this Agreement means "normal residence"."

#### 4. Article 11

In Article 11, paragraph 2, sub-paragraph (b):

"In the United Kingdom, (i) the Driver and Vehicle Licensing Agency in Great Britain; and (ii) the Driver and Vehicle Agency in Northern Ireland."

is replaced with:

"In the Bailiwick of Guernsey, the Committee for the Environment & Infrastructure acting through the Driver and Vehicle Licensing section of Traffic and Highway Services Guernsey."

#### 5. Article 15

Article 15 is replaced with:

"ARTICLE 15

#### **Personal Data Protection**

- 1. For the implementation of this Agreement, the Parties shall apply their respective domestic personal data protection legislation, taking into account the following:
  - (a) Commission Decision of 21 November 2003 on the adequate protection of personal data in Guernsey (2003/821/EC) as amended by Commission Implementing Decision (EU) 2016/2295 of 16 December 2016 ("EU Adequacy Decision concerning Guernsey"); and
  - (b) the recognition by the Bailiwick of Guernsey of the Italian Republic as providing appropriate protection of personal data ("Guernsey recognition of Italy").
- 2. If the EU Adequacy Decision concerning Guernsey or the Guernsey recognition of Italy is repealed or suspended, this Agreement may be suspended by either Party until the Parties agree on arrangements for the protection of personal data."

**Note**: The Tables of Equivalence and the list "Model Driving Licences" provided for in Article 10 of the Agreement, relating to the Bailiwick of Guernsey are contained in Annex K.

#### ANNEX C: ISLE OF MAN

In its application to the Isle of Man, the Agreement is modified as follows:

## 1. Preamble

In the Preamble:

- (a) the second paragraph is deleted.
- (b) the fourth paragraph is replaced with:

"Whereas an Italian driving licence, as long as it has not expired, remains valid for the purpose of driving in the territory of the Isle of Man, for one (1) year after the date of acquisition of the holder's residence in the Isle of Man."

#### 2. Article 1

Article 1, paragraph 2 is deleted.

For the purpose of exchange, driving licenses that have expired are not mutually recognised.

#### 3. Article 2

In Article 2, sub-paragraph (b):

"In the United Kingdom, the term "residence" as used in this Agreement means "normal and lawful residence"."

is replaced with:

"In the Isle of Man, the term "residence" as used in this Agreement means "normal residence"."

## 4. Article 3

Article 3, paragraph 5 is replaced with:

"Holders of driving licences issued by the Competent Authorities of the Italian Republic may exchange their licences without taking theoretical or practical examinations provided that they have been resident in the Isle of Man for less than twelve (12) months at the time of application for exchange."

#### 5. Article 11

In Article 11, paragraph 2, sub-paragraph (b):

"In the United Kingdom, (i) the Driver and Vehicle Licensing Agency in Great Britain; and (ii) the Driver and Vehicle Agency in Northern Ireland."

is replaced with:

"In the Isle of Man, the Department of Infrastructure, Driving and Vehicle Test Centre."

## 6. Article 15

Article 15 is replaced with:

#### "ARTICLE 15

#### **Personal Data Protection**

- 1. For the implementation of this Agreement, the Parties shall apply their respective domestic personal data protection legislation, taking into account the following:
  - (a) Commission Decision of 28 April 2004 on the adequate protection of personal data in the Isle of Man (2004/411/EC) as amended by Commission Implementing Decision (EU) 2016/2295 of 16 December 2016 ("EU Adequacy Decision concerning Isle of Man"); and
  - (b) the recognition by the Isle of Man of the Italian Republic as providing appropriate protection of personal data ("Isle of Man recognition of Italy").
- 2. If the EU Adequacy Decision concerning Isle of Man or the Isle of Man recognition of Italy is repealed or suspended, this Agreement may be suspended by either Party until the Parties agree on arrangements for the protection of personal data."

**Note**: The Tables of Equivalence and the list "Model Driving Licences" provided for in Article 10 of the Agreement, relating to the Isle of Man are contained in Annex K.

#### ANNEX D: BAILIWICK OF JERSEY

In its application to the Bailiwick of Jersey, the Agreement is modified as follows:

#### 1. Preamble

In the Preamble:

- (a) the second paragraph is deleted.
- (b) the fourth paragraph is replaced with:

"Whereas an Italian driving licence ceases to be valid for the purposes of driving in the territory of the Bailiwick of Jersey from the date of acquisition of residence in that territory."

#### 2. Article 1

In Article 1, paragraph 2:

"The United Kingdom shall also recognise, for the purpose of exchange, all expired driving licences issued by Competent Authorities of the Italian Republic."

is replaced with:

"The Bailiwick of Jersey shall also recognise, for the purpose of exchange, driving licences issued by Competent Authorities of the Italian Republic that have expired not more than five (5) years before they are presented for exchange."

#### 3. Article 2

In Article 2, sub-paragraph (b):

"In the United Kingdom, the term "residence" as used in this Agreement means "normal and lawful residence"."

is replaced with:

"In the Bailiwick of Jersey, the term "residence" as used in this Agreement means "permanent residence"."

#### 4. Article 3

Article 3, paragraph 5 is replaced with:

"Holders of driving licences issued by the Competent Authorities of the Italian Republic may exchange their licences provided that they have been resident in the Bailiwick of Jersey for less than six (6) years at the time of application for exchange."

#### 5. Article 11

In Article 11, paragraph 2, sub-paragraph (b):

"In the United Kingdom, (i) the Driver and Vehicle Licensing Agency in Great Britain; and (ii) the Driver and Vehicle Agency in Northern Ireland."

is replaced with:

"In the Bailiwick of Jersey, the Driver & Vehicle Standards Department."

#### 6. Article 15

Article 15 is replaced with:

"ARTICLE 15

#### **Personal Data Protection**

- 1. For the implementation of this Agreement, the Parties shall apply their respective domestic personal data protection legislation, taking into account the following:
  - (a) Commission Decision of 8 May 2008 pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequate protection of personal data in Jersey (2008/393/EC) as amended by Commission Implementing Decision (EU) 2016/2295 of 16 December 2016 ("EU Adequacy Decision concerning Jersey"); and
  - (b) the recognition by the Bailiwick of Jersey that the Italian Republic is not a 'third country' for the purposes of the *Data Protection (Jersey) Law 2018* ("Jersey recognition of Italy").
- 2. If the EU Adequacy Decision concerning Jersey or the Jersey recognition of Italy is repealed or suspended, this Agreement may be suspended by either Party until the Parties agree on arrangements for the protection of personal data."

**Note**: The Tables of Equivalence and the list "Model Driving Licences" provided for in Article 10 of the Agreement, relating to the Bailiwick of Jersey are contained in Annex K.

# ANNEX K: Tables of Equivalence, List of Model Driving Licences and Template for the Exchange of Information relating to Lost/Stolen Licences

## PART 1 – Tables of Equivalence (See Article 10, paragraph 1)

## **GREAT BRITAIN**

# **EQUIVALENCE TABLE 1** for the exchange of driving licences issued in Italy to licences issued in Great Britain

Italy	Great Britain
AM	AM
A1	A1
A2	A2
A	A
B1	B1
B issued before	B + A
01.01.1986	B + AM
B issued from 01.01.1986	
C1	C1
С	C
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE

# EQUIVALENCE TABLE 2 for the exchange of driving licences issued in Great Britain (after 31.05.1990) to licences issued in Italy

Great Britain	Italy
(issued after 31.05.1990)	
P or AM	AM
A1	A1
A2	A2
A	A
B1	B1
В	B with code 110*
C1	C1
С	С
D1	D1
D	D

BE issued before	BE
16.12.2021	B**
BE issued from	BE***
16.12.2021** BE issued	
from 16.12.2021 with code	
70***	
C1E	C1E
CE	CE
D1E	D1E
DE	DE
f-g-h-k-l	

- (\*) For the exchange of a Great Britain category B driving licence, Italy will issue a category B licence with code 110. The Italian licence holder with Code 110 is not qualified to drive category A1 vehicles, but has the possibility of driving AM category vehicles. Code 110 is indicated on the back of the Italian licence issued by exchange. If the driver also holds in addition to category B an entitlement to category A1 (or A or A2), Italy will issue a category B licence (or higher) without code 110. In case the licence issued in Great Britain of category B (or higher) is derived from exchange of Italian driving licence (without code 110), the code 110 will not have to be recorded.
- (\*\*) From 16.12.2021, category BE is automatically issued in Great Britain in conjunction with category B, without taking a test, so it will not be recognised for the purpose of exchange into an equivalent Italian driving licence.
- (\*\*\*) Code 70 indicates that the driver's licence was issued in Great Britain by exchange and it carries the identifying abbreviation of the place of first issuance. Therefore, in order to respect the right acquired by the holder with their original licence, an Italian BE category may be issued. Prior to exchange, the Italian authority may request confirmation from the competent UK authority that the BE category was not automatically issued in conjunction with category B during the exchange of the original licence by the competent UK authority. Such a request for confirmation may be made particularly when the date of issuance of the BE category coincides with that of the B category.

EQUIVALENCE TABLE 3 for the exchange of licences issued in Great Britain (up to 31.05.1990) to licences issued in Italy

Great Britain	Italy
(issued up to 31.05.1990)	
A	B-BE-C1-D1-D1E
В	B-BE-C1-D1-D1E
	with mandatory automatic
	transmission
C	B1
D	A
E	AM
e-f-g-h-j-k-l-m-n	

## **NORTHERN IRELAND**

# **EQUIVALENCE TABLE 1** for the exchange of driving licences issued in Italy to licences issued in Northern Ireland

Italy	Northern Ireland
AM	AM
A1	A1
A2	A2
A	A
B1	B1
B issued before	B + A
01.01.1986	B + AM
B issued from 01.01.1986	
C1	C1
С	C
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE

(\*) For the exchange of a Northern Ireland category B driving licence, Italy will issue a category B licence with code 110. The Italian licence holder with Code 110 is not qualified to drive category A1 vehicles, but has the possibility of driving AM category vehicles. Code 110 is indicated on the back of the Italian licence issued by exchange. If the driver also holds - in addition to category B - an entitlement to category A1 (or A or A2), Italy will issue a category B licence (or higher) without code 110. In case the licence issued in Northern Ireland of category B (or higher) is derived from exchange of Italian driving licence (without code 110), the code 110 will not have to be recorded.

**EQUIVALENCE TABLE 2** for the exchange of driving licences issued in Northern Ireland to licences issued in Italy

Northern Ireland	Italy
P or AM	AM
A1	A1
A2	A2
A	A
B1	B1
В	B with code 110*
C1	C1
С	С
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE

## **GIBRALTAR**

# **EQUIVALENCE TABLE 1** for the exchange of driving licences issued in Italy to licences issued in Gibraltar

Italy	Gibraltar
AM	AM
A1	A1
A2	A2
A	A
B1	B1
B issued before 01.01.1986	B + A
B issued from 01.01.1986	$B + AM^*$
C1	C1
С	С
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE

(\*) If category AM is not already recorded on the Italian driving licence, the Competent Authority of Gibraltar will request information (under Article 13) from the Italian

Central Authority to confirm if the Italian category B licence (issued from 01.01.1986) is also valid for category AM.

**EQUIVALENCE TABLE 2** for the exchange of driving licences issued in Gibraltar to licences issued in Italy

Gibraltar	Italy
AM	AM
A1	A1
A2	A2
A	A
B1	B1
В	B with code 110*
C1	C1
С	C
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE

(\*) For the exchange of a Gibraltar category B driving licence, Italy will issue a category B licence with code 110. The Italian licence holder with Code 110 is not qualified to drive category A1 vehicles, but has the possibility of driving AM category vehicles. Code 110 is indicated on the back of the Italian licence issued by exchange. If the driver also holds - in addition to category B - category A1 (or A or A2), Italy will issue a category B licence (or higher) without code 110. In case the licence issued in Gibraltar of category B (or higher) is derived from exchange of Italian driving licence (without code 110), the code 110 will not have to be recorded.

## **BAILIWICK OF JERSEY**

# EQUIVALENCE TABLE 1 for the exchange of driving licences issued in Italy to licences issued in the Bailiwick of Jersey

Italy	Bailiwick of Jersey
AM	P
A1	A1
A2	A
A	A
B1	B1
B issued before	$B + A^*$
01.01.1986	В
B issued from 01.01.1986	
C1	C1
C	C
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE

(\*) If category A is not already recorded on the Italian driving licence, the Competent Authority of Jersey will request information (under Article 13) from the Italian Central Authority to confirm if the Italian category B licence (issued before 01.01.1986) is also valid for category A.

**EQUIVALENCE TABLE 2** for the exchange of driving licences issued in the Bailiwick of Jersey to licences issued in Italy

Bailiwick of Jersey	Italy
A1	A1
A	A
B1	B1
В	B with code 110*
C1	C1
С	C
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE
P	AM
f-h-k	-

(\*) For the exchange of a Jersey category B driving licence, Italy will issue a category B with code 110. The Italian licence holder with Code 110 is not qualified to drive category A1 vehicles, but has the possibility of driving AM category vehicles. Code 110 is indicated on the back of the Italian licence issued by exchange. If the driver also holds - in addition to category B - category A1 (or A), Italy will issue a category B licence (or higher) without code 110. In case the licence issued by Jersey of category B (or higher) is derived from exchange of an Italian driving licence (without code 110), the code 110 will not have to be recorded.

## **BAILIWICK OF GUERNSEY**

**EQUIVALENCE TABLE 1** for the exchange of driving licences issued in Italy to licences issued in the Bailiwick of Guernsey

Italy	<b>Bailiwick of Guernsey</b>
AM	P
A1	A1
A2	A
A	A
B1	B1
B issued before	B + A
01.01.1986	B + P
B issued from 01.01.1986	
C1	C1
С	C
D1	D1

D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE

**EQUIVALENCE TABLE 2** for the exchange of driving licences issued in the Bailiwick of Guernsey to licences issued in Italy

<b>Bailiwick of Guernsey</b>	Italy
A1	A1
A	A
B1	B1
В	B with code 110*
C1	C1
С	C
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE
P	AM
f-l-g	-

(\*) For the exchange of a Guernsey category B driving licence, Italy will issue a category B with code 110. The Italian licence holder with Code 110 is not qualified to drive category A1 vehicles, but has the possibility of driving AM category vehicles. Code 110 is indicated on the back of the Italian licence issued by exchange. If the driver also holds - in addition to category B - category A1 (or A), Italy will issue a category B (or higher) without code 110. In case the licence issued in Guernsey of category B licence (or higher) is derived from exchange of an Italian driving licence (without code 110), the code 110 will not have to be recorded.

## **ISLE OF MAN**

# **EQUIVALENCE TABLE 1** for the exchange of driving licences issued in Italy to licences issued in the Isle of Man

Italy	Isle of Man
AM	P
A1	A1
A2	A
A	A
B1	B1
B issued before	$B + A^*$
01.01.1986	В
B issued from 01.01.1986	
C1	C1
C	C
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE

<sup>(\*)</sup> If category A is not already recorded on the Italian driving licence, the Competent Authority of the Isle of Man will request information (under Article 13) from the Italian Central Authority to confirm if the Italian category B licence (issued before 01.01.1986) is also valid for category A.

# **EQUIVALENCE TABLE 2** for the exchange of driving licences issued in the Isle of Man to licences issued in Italy

Isle of Man	Italy
A1	A1
A	A
B1	B1
В	B with code 110*
C1	C1
С	C
D1	D1
D	D
BE	BE
C1E	C1E
CE	CE
D1E	D1E
DE	DE
P	AM
f-k-l-g	-

(\*) For the exchange of an Isle of Man category B driving licence, Italy will issue a category B with code 110. The Italian licence holder with Code 110 is not qualified to drive category A1 vehicles, but has the possibility of driving AM category vehicles. Code 110 is indicated on the back of the Italian licence issued by exchange. If the driver also holds - in addition to category B - category A1 (or A), Italy will issue a category B licence (or higher) without code 110. In case the licence issued in the Isle of Man of category B (or higher) is derived from exchange of an Italian driving licence (without code 110), the code 110 will not have to be recorded.

# PART 2 – List of Model Driving Licences (See Article 10, paragraph 2)

## **ITALY**

## Model driving licences issued in Italy listed from oldest to newest

- 1) Model licence MC 701/MEC. Issuing authority: the Prefect. Issued from 1959 to 1989.
- 2) Model licence MC 701/N. Issuing authority: the Prefect. Issued from 1989 to 1990.
- 3) Model licence MC 701/C. Issuing authority: the Prefect. Issued from 1990 to 1995.
- 4) Model licence MC 701/D. Issuing authority: the Prefect. Issued in 1995.
- 5) MC 701/E driver's licence model. Issuing authority: M.C.T.C. (Motorizzazione Civile e Trasporti in Concessione). Issued in 1996.
- 6) MC 701/F model licence issued since 01/07/1996 in accordance with EEC Directive 91/439. Issuing authority: M.C.T.C. Issued from 1996 to 1997.
- 7) MC 701/F driver's licence model. The numbering of the data contained on page 2 compared to the model in item 6, has been changed. Issuing authority: M.C.T.C. Issued from 1997 to 1999.
- 8) MC 720 F driver's licence model in accordance with Directive 96/47. Issuing authority: M.C.T.C. This model can be bilingual (Italian-German) only if the driving licence was issued in Bolzano. Issued from 1999 to 2004
- 9) MC 720 F driver's licence model in accordance with Directive 96/47. Issuing authority: M.C.T.C. Differs from its predecessor in that the words "driving licence" in the background also appear in the languages of the ten states that joined the European Union on 01/05/2004. Issued from 2005 to 2007.
- 10) MC 720 F driver's licence model in accordance with Directive 96/47. Issuing authority: M.C.T.C. It differs from the previous one described in (9) only in that the number of the printout shown in the lower right-hand corner, on the back of the document, is not reproduced in print but made by laser engraving and therefore detectable by touch. This model can be bilingual (Italian-German) only if the driver's licence was issued in Bolzano. Issued from 2007 to 2013.
- 11) MC 720 P licence model in accordance with Directive 2006/126/EC. Issuing authority: MIT or MC. This model can be bilingual (Italian-German) only if the driving licence was issued in Bolzano. Issued from 2013 to 2014.

12) MC 720 P licence model in accordance with Directive 2006/126/EC. Issuing authority: MIT or MC. Differs from the previous one shown in item 11 because the words "driving licence" in the background, is also shown in Croatian. Issued since June 2014. This model can be bilingual (Italian-German) only if the driving licence was issued in Bolzano. Issued since October 2014.

## **GREAT BRITAIN**

## Model driving licences issued in Great Britain listed from oldest to newest

- 1) Model UK1 01/01/1976 01/01/1986, Paper licence, green, words 'Driving Licence' centre top, side 1.
- 2) Model UK2 01/01/1986 31/05/1990, Paper licence, pink, letters 'GB' top left corner, side 1.
- 3) Model UK3 01/06/1990 31/12/1996, Paper licence, pink and green, words 'UNITED KINGDOM' and the letters 'UK' top right corner, side 2.
- 4) Model UK4 01/01/1997 31/03/2000, Paper licence, pink and green, words 'UNITED KINGDOM' and the letters 'UK' in a circle of 12 stars top right corner, side 2.
- 5) Model UK5 01/7/1998 16/6/2007, Photocard featuring EU emblem left side, side 1; the words 'DRIVING LICENCE' top left corner, side 1.
- 6) Model UK6 17/6/2007 31/12/2012, Paper licence, green, words 'DRIVING LICENCE' centre top, side 1.
- 7) Model UK7 01/01/2013 06/02/2014, Photocard featuring EU emblem top left corner, side 1.
- 8) Model UK8 07/02/2014 06/07/2015, Photocard featuring EU emblem top left corner, side 1.
- 9) Model UK9 07/07/2015 31/12/2020, Photocard featuring EU emblem and letters 'UK' top left corner side one; Union flag right side, side 1.
- 10) Model UK10 01/01/2021 08/12/2021, Photocard featuring letters 'UK' top left corner side one; Union flag centre right of side 1.
- 11) Model UK11 From 09/12/2021, Photocard featuring letters 'UK' top left corner side one; Union flag top right corner of side 1, Royal Crest side 1.

## **NORTHERN IRELAND**

## Model driving licences issued in Northern Ireland listed from oldest to newest

- 1) Model UK1 (Northern Ireland) 01/04/1999 30/06/2011, Photocard, the words 'DRIVING LICENCE top left corner above the EU emblem with the letters 'UK'.
- 2) Model UK2 (Northern Ireland) 01/07/2011 15/12/2012, Photocard, EU emblem top left corner with the letters 'UK'.
- 3) Model UK3 (Northern Ireland) 06/12/2012 05/02/2014, Photocard, EU emblem top left corner with the letters 'UK'.
- 4) Model UK4 (Northern Ireland) 06/02/2014 31/12/2020, Photocard, EU emblem top left corner with the letters 'UK'.
- 5) Model UK5 (Northern Ireland) 01/01/2021 08/12/2021, Photocard, letters 'UK' top left corner, side 1.
- 6) Model UK6 (Northern Ireland) From 09/12/2021, Photocard, letters 'UK' top left corner, side 1.

## **GIBRALTAR**

#### Model driving licences issued in Gibraltar listed from oldest to newest

- 1) Model  $1 \frac{02}{12} \frac{1990 \frac{15}{01}}{1997}$
- 2) Model 2 06/01/1997 24/08/2006
- 3) Model 3 25/08/2006 31/12/2012
- 4) Model 4 from 01/01/2013
- 5) Model 5 from 13/01/2016
- 6) Model 6 from 01/01/2021
- 7) Model 7 from 03/05/2022

## **BAILIWICK OF JERSEY**

## Model driving licences issued in the Bailiwick of Jersey listed from oldest to newest

- 1) Model 1 04/04/2007 18/08/2014
- 2) Model 2 18/08/2014 22/01/2016
- 3) Model  $3 \frac{22}{01}/\frac{2016}{2016} \frac{25}{01}/\frac{2021}{2021}$
- 4) Model 4 from 26/01/2021

## **BAILIWICK OF GUERNSEY**

# Model driving licences issued in the Bailiwick of Guernsey listed from oldest to newest

- 1) Model 1 from May 2007
- 2) Model 2 from January 2016
- 3) Model 3 from March 2019

## **ISLE OF MAN**

Model driving licences issued in the Isle of Man listed from oldest to newest

- 1) Model 1 Issued up to 18/02/16
- 2) Model 2 from 19/02/2016

# PART 3 – Template for the exchange of information relating to lost/ stolen licences

## (See Article 7)

Modello/Template
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Autorità italiana/britannica richiedente / Requesting Italian/UK authority
Scambio di informazioni relative a una patente smarrita/rubata ai sensi dell'articolo 7 dell'Accordo tra la Repubblica Italiana e il Regno Unito di Gran Bretagna e Irlanda del Nord, sul reciproco riconoscimento delle patenti di guida ai fini della conversione /
Exchange of information of a lost/stolen licence under Article 7 of the Agreement between the Italian Republic and the United Kingdom of Great Britain and Northern Ireland on the mutual recognition of driving licences for the purposes of exchange
Richiesta di informazioni relative alla patente di guida italiana/britannica intestata a /  Request for information regarding an Italian/UK driving licence in the
name of Cognome / Surname
Cognome / Surname  Nome (inclusi eventuali secondi nomi) / Name (including any middle names)  Data di nascita / Date of birth
Cognome / Surname  Nome (inclusi eventuali secondi nomi) / Name (including any middle names)

#### RISPOSTA / RESPONSE

Spazio per indicare l'autorità italiana /britannica che risponde /

Space to indicate the responding Italian/UK authority

Informazioni relative alla patente di guida italiana/britannica intestata al titolare sopra indicato/

Information regarding the Italian/UK driving licence in the name of the holder above

- 1. Numero di patente / Licence Number
- 2. Data di rilascio della patente smarrita/rubata / Date of issue of the lost/stolen licence
- 3. Data di scadenza della patente / Licence expiry date
- 4. La patente è valida per le seguenti categorie: indicare le date di "validità a partire da" e "validità fino a" di ciascuna categoria e le eventuali condizioni di utilizzo /

The licence holder has the entitlement for the following categories; indicate the 'valid from' and 'valid to' dates of each category and any conditions of use

5. Il titolare della patente deve indossare occhiali/lenti a contatto per guidare? (Rispondere sì o no) /

Is the licence holder required to wear glasses/contact lenses for driving? (Please answer yes or no)

6. (Si prega di cancellare la dicitura non pertinente) / (Please delete whichever does not apply)

La patente <u>non</u> deriva da conversione di altra patente estera / This licence is <u>not</u> derived from exchange of another foreign licence

(oppure) / (or)

La patente deriva da conversione di altra patente estera (specificare Paese di primo rilascio) /

This licence is derived from exchange of another foreign licence (specify country of first issuance)

7. (Si prega di cancellare la dicitura non pertinente) / (Please delete whichever does not apply)

La patente <u>non</u> è soggetta a provvedimenti restrittivi che escludano l'uso della patente (come il ritiro o la sospensione) /

The licence is <u>not</u> subject to restrictive measures which exclude the use of the licence (such as disqualification or suspension)

La patente è soggetta ai seguenti provvedimenti restrittivi che escludono l'uso della patente (come il ritiro o la sospensione)

The licence is subject to the following restrictive measures which exclude the use of the licence (such as disqualification or suspension)

8. (Facoltativo, ad uso interno dell'autorità rispondente) / (Optional, for internal use by the responding authority)

Data / Date

Nome dell'impiegato che compila la risposta / Name of the clerk completing the response