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## MARLESS (MARine Litter cross-border awareNess and innovation actions)

Priority Axis: Environment and cultural heritage; Specific objective: 3.3 - Improve the environmental quality conditions of the sea and coastal area by use of sustainable and innovative technologies and approaches

### 6.1.3 Declaration of intent to start the process of drafting a river agreement for the management of the plastic waste

Activity Number 6.1

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**PROJECT MARLESS**

<b>Work Package:</b>	WP6 Pilot Action to prevent, recover, process marine litter, including Stakeholders Toolbox
<b>Activity:</b>	6.1 River Agreement to reduce plastic discharge into the sea
<b>WP Leader:</b>	PP6
<b>Deliverable:</b>	6.1.3 Declaration of intent to start the process of drafting a river agreement for the management of the plastic waste

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**CONTENT:**

MEMORANDUM OF UNDERSTANDING  
FOR THE DEVELOPMENT OF PREVENTION STRATEGIES AND WASTE COLLECTION  
PLASTICS IN INLAND SURFACE WATERS

BETWEEN  
VENETO REGION

AND

AUTORITÀ DI DISTRETTO IDROGRAFICO ALPI ORIENTALI  
ARPAV

CONSIGLIO DI BACINO IDRICO E GESTIONE RIFIUTI DOLOMITI BELLUNESI

CONSIGLIO DI BACINO IDRICO E GESTIONE RIFIUTI BACCHIGLIONE

CONSIGLIO DI BACINO IDRICO E GESTIONE RIFIUTI BRENTA

CONSIGLIO DI BACINO IDRICO E GESTIONE RIFIUTI LAGUNA DI VENEZIA

CONSIGLIO DI BACINO IDRICO E GESTIONE RIFIUTI POLESINE

CONSIGLIO DI BACINO IDRICO E GESTIONE RIFIUTI VERONESE

CONSIGLIO DI BACINO IDRICO E GESTIONE RIFIUTI VALLE DEL CHIAMPO

CONSIGLIO DI BACINO IDRICO E GESTIONE RIFIUTI VENETO ORIENTALE

CONSORZIO DI BONIFICA VERONESE

CONSORZIO DI BONIFICA ADIGE PO

CONSORZIO DI BONIFICA DELTA DEL PO

CONSORZIO DI BONIFICA ALTA PIANURA VENETA

CONSORZIO DI BONIFICA BRENTA

CONSORZIO DI BONIFICA ADIGE EUGANEO

CONSORZIO DI BONIFICA BACCHIGLIONE

CONSORZIO DI BONIFICA ACQUE RISORGIVE

CONSORZIO DI BONIFICA PIAVE

CONSORZIO DI BONIFICA VENETO ORIENTALE

*hereinafter, jointly referred to as "the Parties";*

**GIVEN THAT:**

- The INTERREG MARLESS project (MARine Litter cross-border awareness and innovation actions) is a territorial cooperation project, funded by the Interreg Italy-Croatia programme, which started in June 2020.

The general objective of the MARLESS project is to improve the quality of the environmental conditions of the coastal area and the Adriatic Sea through the use of sustainable and innovative technologies and approaches.

The specific purpose of the MARLESS project is to carry out widespread actions that allow the phenomenon of plastic in the sea to be tackled, from different points of view and with different intervention methods, including the implementation of measures aimed at preventing the introduction of plastics into the sea coming from the catchment basins of the Veneto Region.

The MARLESS project therefore implements concrete actions of: monitoring, management, prevention, and removal of plastic in the sea, considering the multiple sources of pollution, including that from rivers.

Among the specific measures of the MARLESS project, the provision of a "regional agreement for the development of strategies for the prevention and collection of waste in the Veneto rivers" is envisaged.

- The regional law n. 3 of 21 January 2000 "New rules on waste management", as a result of article 7, paragraph 1, assigns the Municipalities, through the Area Authorities, the competence relating to the management of urban and similar waste; from this regional law the Regional Council Resolution n. 793 of 31 March 2009, which provides that in the case of abandonment of urban and similar waste on the banks of watercourses or waste floating on surface waters, or transported in them, the waste collection and disposal responsibilities are to be identified according to the provisions described in Annex A to the aforementioned D.G.R. given below:

"1. in the case of abandonment of urban and similar waste on the banks of watercourses, the subject institutionally competent for management, understood as the collection, transport, recovery and/or disposal of abandoned waste, and the Municipality in whose territory the discovery of the material. This without prejudice to the identification of the person responsible for the

abandonment, on whose head, in this case, the obligation to remove the material and restore the state of the places will bear weight;

2. in the case of waste floating on surface waters, or transported in them, which is recognized by the competent hydraulic Authority as harmful to the hydraulic regime of the waters themselves or which, in any case, may jeopardize the functioning of the hydraulic works, it will be up to these Authorities ( Offices of Civil Engineering, Forestry Services or Reclamation Consortia), or to the person responsible for managing the watercourse, building or hydraulic work, in the exercise of its supervisory, management and hydraulic maintenance functions, , assuming the relative expenses, to the waste management operations found, understood as collection, transport, recovery and/or disposal of the same.

3. the collection, transport and disposal/recovery intervention by the Municipalities is to be considered extended to the cases of waste floating on surface waters, or transported in them that do not impede the hydraulic regime of the water course concerned. So much, in consideration of the fact that the body of water is, to all intents and purposes, a public area that insists on the municipal territory and, therefore, the same regulation valid in the case of waste abandoned on the banks applies to the case in question.

4. for waste consisting of carrion and/or carcasses of dead animals while recalling that pursuant to art. 185, paragraph 2, of Legislative Decree No. 152/2006, the special discipline referred to in EC regulation no. 1774/2002 of 3 October 2002 for the purpose of their correct elimination in specially authorized plants, the subject institutionally competent for the relative removal and subsequent phases aimed at correct elimination is the Municipality in whose territory the material was found";

- A joint action between the local authorities and the bodies in charge of managing the problem of plastic waste in watercourses is desirable;

- The cleaning of the banks, the bed and the water course is a necessity and is included in the broader objective of protecting and improving the environmental quality of the entire aquatic ecosystem in general;

- The collection and disposal service for floating waste along the various watercourses of the Veneto cannot be supported exclusively by the Municipalities in the area where the works where the waste in question accumulates are located;
- Nature conservation (Directive 92/43/EEC "Habitats" and Directive 2009/147/EC "Birds"), hydraulic safety (Directive 2007/60/EC called "Floods") and water quality (Directive 2000 /60/CE), together with the quality of the river and lagoon environment and of the territory of the various sub-basins (biodiversity, ecological connections, ecosystem services, etc.) represent the priority objectives in the management of surface waters in the Veneto;
- Based on previous EU experiences (River Contracts), MARLESS intends to experiment and disseminate this agreement, for the promotion of voluntary governance tools through which public and private territorial actors are committed to integrating conservation and conservation valorisation of surface waters in their daily activities by making a concrete commitment to solving the problem of plastic dispersed in river and lagoon environments. Furthermore, this agreement aims to enhance existing transnational networks to share and disseminate information and best practices on river conservation;
- It is necessary to activate integrated processes for individual river sub-basins in which policies, actions and subjects are coordinated, integrated and compared; these processes aim to find integrated and shared solutions for the protection and enhancement of the sub-basin territory aimed at solving the problem of dispersion of plastics in surface water bodies;
- The main elements to be developed for each sub-basin relate in particular to the following aspects:
  - optimize and coordinate efforts already in place;
  - increase activities where some territorial ambitions have not yet been taken;
  - technically and economically support the subjects who have to manage the waste transported and deriving from areas outside their institutional competence;

- define a single and unitary strategy for each river stretch to tackle the problem of plastic waste together with all the public and private bodies along the river;
  - carry out regional awareness and information policies in a coordinated way;
  - collaborate for the installation in strategic points of "plastic capture" systems;
  - coordinate and organize all the various collection initiatives and events by associations and volunteers
- The most important needs are highlighted in the following aspects:
- the urgency and need to intervene in a coordinated and strategic way in the prevention, collection and recovery and monitoring of the problem of plastic waste in surface water bodies of the Veneto Region
  - the need to create a regional coordination table for the prevention and collection of waste in Veneto rivers coordinated by ARPAV
  - the need to prepare negotiated programming agreements for each catchment area between all public and private subjects able to work in a synergistic and coordinated way to achieve the common objective of improving the conditions of rivers and lagoons in the Veneto
  - define and share an information and communication strategy capable of sensitizing citizens and businesses;
  - activate campaigns and initiatives of regional value, discover with the previous point and aimed at informing and sensitizing citizens, businesses and administrations with reference to good practices for preventing the problem of plastic waste dispersion in rivers.
- The aspects linked to the particular hydraulic nature must also be evaluated in the light of the peculiarity of the territory in question, of the particular agricultural activities, of the tourist suitability of the places and of the historical multiple use of the waters.

**CONSIDERING THAT:**

- The governance processes aimed at the integrated and participatory management of the rivers of the Veneto and the related hydrographic basin are the strategic prerequisite for overcoming the current fragmentation of territorial and sectoral competences and for constructive and effective comparison on the implementation of territorial and sectoral policies at the local scale refers to the resolution of the problem of managing dispersed plastic waste.
- The degradation of rivers and wetlands and the presence of plastic waste on the scale of the relative catchment areas are linked to several territorial sectors, whose policies require robust concertation, integration and coordinated declination through the involvement and collaboration of a broad representation of socio-economic categories and civil society.
- Sub-basin agreements for the management of plastic waste - voluntary agreement between public and private subjects aimed at defining objectives, intervention strategies, actions to be activated, skills to be involved and resources (human and economic) to be allocated - through coordination and the integration of tools and activities in progress e programmate da parte dei soggetti pubblici e privati operanti nei territori interessati:
  - can put in place concrete actions for the redevelopment and enhancement of the environment and landscape, the prevention, mitigation and monitoring of environmental emergencies related to the dispersion of plastic waste in the environment, the promotion of the fruition and development of compatible economic activities
  - propose themselves as a working method to be implemented in the policies and activities of all the signatories for the sharing of decisions on the territory and for the creation of a local action system based on concertation and integration, based on a transparent and interactive approach;
  - promote a decision-making process that comprises the interests of a territory in respect of the competences of each of the actors involved and, in this sense, also represents a tool through which to direct or integrate the resources and economic planning destined for the territory;



- represent the most suitable tool to define a shared commitment by various public and private subjects, in various capacities interested in the protection and enhancement of the various Veneto sub-basins, for the environmental requalification deriving from the resolution of problems from the dispersion of waste in the environment plastic.
- It is therefore the intention of all the interested parties to stipulate a "regional agreement for the development of strategies for the prevention and collection of waste in the rivers of the Veneto", a document aimed at implementing the policies outlined by the European Community, the Italian republic and the Veneto Region to manage and solve the problem of plastic waste dispersed in surface water bodies.

**CONSIDERED:**

- Council Directive 92/43/EEC of 21 May 1992 ("Habitats" Directive), relating to the conservation of natural and semi-natural habitats and wild flora and fauna, as amended by Council Directive 97/62/EC of 27 October 1997, by Regulation (EC) no. 1882/2003 of the European Parliament and of the Council of 29 September 2003 and by Directive 2006/105/EC of the Council of 20 November 2006, which aims (art. 2, c. 1) to "contribute to safeguarding biodiversity through the conservation of natural habitats, as well as of wild flora and fauna in the European territory of the Member States to which the treaty applies", by adopting measures (art. 2, c. 2) "intended to ensure the maintenance or restoration, in a state of satisfactory conservation of natural habitats and species of wild fauna and flora of Community interest", taking into account (art. 2, c. 3) "economic, social and cultural needs, as well as regional and local particularities"; Observation Veneto Agriculture.
- Directive 2006/118/EC of the European Parliament and Council of 12 December 2006 on the protection of groundwater against pollution and deterioration;

- Directive 2007/60/EC of the European Parliament and of the Council of 23 October 2007 relating to the assessment and management of flood risks and in particular art. 13, paragraph 5, which provides that the river basin management plans can be supplemented by more detailed management programs and plans for sub-basins, sectors, problems or water categories in order to address particular aspects of water management;
- the Aalborg Charter, charter of European cities for lasting and sustainable development, signed in Aalborg-Denmark on 27 May 1994;
- Directive 2003/4/EC of the European Parliament and of the European Council of 28 January 2003, on public access to environmental information and repealing Directive 90/313/EEC of the Council, which aims (art. 1) to guarantee "the right of access to environmental information held by public authorities or on behalf of them and establish the basic terms and conditions as well as practical methods for its exercise" and "that environmental information is systematically and progressively made available available to the public and disseminated, in order to obtain the widest possible systematic availability and dissemination to the public of environmental information";
- Directive 2003/35/EC of the European Parliament and of the European Council of 26 May 2003, on public participation in the drawing up of certain plans and programs in the environmental field and modifies Council directives 85/337/EEC and 96/61 /EC in relation to public participation and access to justice, which aims to contribute (art. 1) "to the implementation of the obligations deriving from the Århus Convention", in particular "by providing for public participation in the elaboration of certain environmental plans and programmes";
- Regulation (EC) no. 1367/2006 of the European Parliament and of the Council, of 6 September 2006, on the application to the Community institutions and bodies of the provisions of the

Århus Convention on access to information, public participation in decision-making processes and access to justice in environmental matter;

- Legislative Decree no. 152/2006 Environmental regulations, and subsequent amendments and additions;
- Legislative Decree 42/2004 Code of cultural heritage and landscape, pursuant to article 10 of the law of 6 July 2002, n. 137, and subsequent amendments and additions;
- the Law of 9 January 2006, n. 14, Ratification and execution of the European Landscape Convention, made in Florence on 20 October 2000;
- the Decree of 27 July 2018 of the Minister of the Environment and of the Protection of the Territory and the Sea - Designation of 35 special conservation areas (SAC) of the Alpine biogeographical region and 61 SAC of the continental biogeographical region insistent in the territory of the Veneto Region;
- the Implementation of EU Directive 2019/904 (SUP - Single Use Plastic)
- Law no. 60 of 17 May 2022 - "Save the sea" law
- Legislative Decree 8 November 2021, n. 196
- the DGR n. 793 of 31 March 2009
- Attachment A to Regional Government Decree no. 793 of 31 March 2009

- attachment A of the Regional Government Decree no. 988 of 09 August 2022 - Update of the Veneto Region Waste Plan

**ALSO QUOTING:**

- the document of the 2nd World Water Forum held in The Hague in March 2000, which foresees the "River Contracts" as instruments which allow "to adopt a system of rules in which the criteria of public utility, economic performance, social value, environmental sustainability intervene equally in the search for effective solutions";
- the contents of the policy document for River Contracts, drawn up by a specific working group born from the collaboration of the National Table of River Contracts with the Ministry of the Environment, Territory and Sea Protection, which coordinated it with the technical support of ISPRA, concerning "Definitions and basic qualitative requirements of river contracts" of 12 March 2015;
- the National Strategy for Adaptation to Climate Change (SNAC), approved with Directorial Decree No. 86 of 16 June 2015, which identifies the main impacts of climate change, for a series of socio-economic and natural sectors and proposes adaptation actions among which it identifies the River Contracts, which are also referred to in the National Plan for Adaptation to Climate Change (PNACC), developed to boost the implementation of the SNAC, as the actions implemented through the River Contracts contribute to improving the adaptive capacity at the level of river basins or individual water covers;
- the National Strategy for Sustainable Development, presented to the Council of Ministers on 2 October 2017 and approved by the CIPE on 22 December 2017, which constitutes the coordination tool for the implementation of Agenda 2030 in Italy and identifies the sustainable management of water resources as well as the creation of resilient communities and territories as strategic objectives of national policies for the prevention of natural and

anthropic risks, expressly providing for custody instruments, including River Contracts, as priority action ambitions for the development of potential and the protection of territories, landscapes and cultural heritage;

- the establishment of the National Observatory of River Contracts which took place with D.M. No. 77 of 8 March 2018 of the Minister of the Environment and the Protection of the Territory and the Sea, aimed at harmonizing and integrating the approaches to river contracts in the various Italian regions;
- the Management Plan of the catchment areas of the Eastern Alps and subsequent updates;
- the Flood Risk Management Plan;
- the Regional Territorial Coordination Plan (P.T.R.C.) in force, the P.T.R.C. chosen in 2009 and the subsequent Partial Variation with attribution of landscape value adopted in 2013;
- the Water Protection Plan of the Veneto Region;
- DGRV 10 April 2013, n. 427, which introduces the art. 20-bis "River contract" in the "Partial Variation to the PTRC for the attribution of landscape value";
- DGRV 10 September 2013, n. 1608 "Regional Law April 5, 2013, n. 3, art. 42. Regional contributions for river contracts. Methods and deadlines for the presentation of funding applications";
- the resolution of the Regional Council of 31 March 2015, n. 402 "River contracts. Regional Law 5 April 2013, n. 3, art. 42. Definition of the Regional Table for the Coordination of River Contracts and its functions";

- DGRV n. 1938 of 23 December 2015 "River contracts. Regional indications on the quality requirements of river contracts for the Veneto. Regional Law 5 April 2013, n. 3, in art. 42;
- DGRV n. 786 of 27 May 2016 and subsequent amendments and additions with which the Conservation Measures for the Special Areas of Conservation (ZSC) both for the Alpine Biogeographical Area and for the Continental Biogeographical Area were approved.

CONSIDERING the D.G.R. No. \_\_\_\_\_ of \_\_\_\_\_ with which the Regional Council authorized the request for this Memorandum of Understanding;

***CONSIDERING THIS, SIGNATORS AGREE TO THE FOLLOWING***

**ARTICLE 1 – INSPIRATIONAL PRINCIPLES AND PURPOSE**

"MARine Litter cross-border awareNESS and innovation actions" (MARLESS) is a territorial cooperation project funded by the INTERREG Italy-Croatia European Program. Its general objective is to improve the quality of the environmental conditions of the coastal area and the Adriatic Sea. The general objective of the project is to improve the quality of the environmental conditions of the coastal area and the Adriatic Sea through the use of sustainable and innovative technologies and approaches.

The specific purpose of the project is to carry out widespread actions that allow to address the phenomenon of plastic in the sea ("marine litter"), from different points of view and with different intervention methods.

A particular aspect of the project clearly concerns the theme of the plastic present in the catchment basins and flowing towards the sea: one of the main sources and origins of the problem.

This "Regional agreement for the development of waste prevention and collection strategies in Veneto rivers" (hereafter "Regional agreement"), inspired by the national and regional legislation on river contracts, intends to represent a sharing of good practices (attachment A – Shared

guidelines) to stimulate the voluntary coordination of all the actors, clarifying the role of each one and suggesting ideas and projects to be developed in the various sub-basins.

The 3 macro-sectors of intervention of the sub-basin agreements are:

1. Prevention - Limiting the source of pollution
2. Interception and management of waste in catchment basins
3. Government systems

## **ARTICLE 2 - FIELD OF REFERENCE AND ITS REPRESENTATION**

The reference area of this agreement is the Veneto Region. In order to implement and calibrate this "Regional Agreement" for each homogeneous river stretch of the Veneto, it will develop and evolve into individual voluntary "Sub-basin Agreements" which will make it possible to involve the network of local actors and develop calibrated actions and strike with specific problems and local public and private entities.

## **ARTICLE 3 – DEVELOPMENT METHODOLOGY OF SUB-BASIN AGREEMENTS**

In order to appropriately develop the regional agreement for the development of waste prevention and collection strategies in Veneto rivers, it was considered essential to take into account criteria capable of favoring:

- the activation of voluntary participatory processes of the river sub-basin with the whole network of local actors (Sub-basin Agreements), for an exhaustive identification of the problems and for the definition of the actions, fundamental for obtaining concrete and lasting results;
- the consistency of the "Sub-Basin Agreements" with the territorial, social and administrative context in which it is available and with the objectives of the regulations, programmes, plans or other instruments in force in the local area.

#### **ARTICLE 4 – STRATEGIC SCENARIO OF THE SUB-BASIN AGREEMENTS**

The strategic reference scenario that will be developed for each "Sub-basin Agreement" will derive from the results of the local participatory process, highlighting the need to emerge in the thematic tables and defining the main guidelines and measures to solve the problem of plastic waste dispersed in surface waters.

In defining the sub-basin strategic scenario, the following will be verified in particular:

1. the need to define and recognize a "representative institutional model" of single reference for the coordination of the various actors, stimulating and activating actions for the resolution of criticisms related to the presence of waste in the sub-basin;
2. the need to sow the environmental protection of the sub-basin from new waste abandonments;
3. the need to keep track of data and share them by creating the shared network of all the data necessary to define and know the current dynamics (quantity of material collected, typology, origin, etc.), in order to be able to plan and design interventions on an extensive and integrated knowledge base;
4. the need to define an operational program that takes into consideration all the components of the system, through an integrated approach capable of representing an effective turning point in solving the problem, guaranteeing and consolidating the protection of the territory belonging to the sub-basin;
5. the need to consolidate and/or promote tools and actions for the interception and management of plastic waste and the protection of the territory, as well as for the defense of habitats.

#### **ARTICLE 5 – ACTION PROGRAM OF THE SUB-BASIN AGREEMENTS**

The "Sub-basin Agreements" will identify and share a sub-basin Action Program through their adoption which will be sent, implemented and updated with reference to the objectives identified in the sub-basin strategic scenario (Art. 4).

The Action Programme, which is an integral part of the "Sub-Basin Agreement", will consist of all the actions that the signatories have in order to achieve the identified objectives. Following the cards of the Sub-Basin Agreement published, actions (structural or non-structural) can be activated



with the needs that emerged in the process, taking the form of a collection of information destined to be constantly updated and enriched, in line with the "in progress" nature of the of the problem of waste dispersed in surface waters.

The sub-basin Action Program will be accompanied by an Overall Financial Framework which will return, differentiated for each of the subjects involved and/or actuators, and collected for each Action of the programme, the financial commitments (described in the sheets), so as to provide information synthetic and immediate on the resources deployed in the implementation of the planned actions.

#### **ARTICLE 6 - RESPONSIBLE PARTY**

The person responsible for everything concerning the implementation and compliance with the conditions set out in this regional agreement is the Veneto Region.

The Responsible Body, with the collaboration of the Technical Committee, performs the following tasks:

- coordinate the implementation of the provisions of the regional agreement, also in collaboration with those responsible for any related proceedings;
- ensures the activation of the methodology, with the relative tools and rules, defined by article 3, to support the contractual activity;
- governs the overall process of implementing sub-basin Action Programs also through periodic meetings with the promoters and implementers of the individual actions;
- verifies compliance with the commitments assumed by the signatories by putting in place suitable initiatives to guarantee the complete implementation of the envisaged actions;

#### **ARTICLE 7 - PROMOTERS AND IMPLEMENTERS OF SUB-BASIN AGREEMENTS**

The Promoters and Implementers of the sub-basin agreements are identified in the 8 Veneto Basin Councils, assisted by 10 Veneto reclamation consortia.

The duties of the Promoters and Actuators are:

- definition of the sub-basin agreements ensuring the complete implementation of the activity to which they are responsible, in compliance with the forecasts of the times, phases, methods and within the limits of the financial resources established by the Contract;
  - contribute to organising, evaluating and monitoring the activation and development of sub-basin agreements;
  - collaborate with the person responsible for verifying the implementation of the commitments.
- The Promoters and Actuators are also required to perform the tasks referred to in Article 13 of the Contract. ARTICOLO

## **8 – TECHNICAL COMMITTEE**

The Technical Committee coordinates and technically supports the Responsible Body in carrying out the related tasks.

The Technical Committee, in order to carry out its duties, may request the collaboration of the technical-administrative structures of the subscribers. The Technical Committee collaborates with the Responsible Body referred to in Article 7 for the verification and monitoring activities of the implementation of the Regional Agreement and the related Sub-Basin Agreements.

The Technical Committee is made up of representatives/delegates of the following entities/bodies/subjects:

- Eastern Alps Basin District Authority
- Veneto Region
- ARPAV
- Venetian union for land reclamation
- Reservoir and waste management councils

The promoters and implementers of the individual sub-basins, possibly external to the Committee itself, may participate in the work of the Technical Committee, if summoned.

The work of the Technical Committee will be coordinated by the Responsible Subject or by his delegate, who presides over it.

Restricted working groups can be set up within the Technical Committee for specific issues, involving the players involved in close relationship with the various problems and with the specific objectives of the strategic development scenario of the basin. In carrying out its activities, the Technical Committee may make use of experts, facilitators and external expertise.

#### **ARTICLE 9 – FINANCIAL ENVELOPE OF THE SUB-BASIN AGREEMENTS**

The signatories of the sub-basin agreements acknowledge that the elaboration of the action plans will provide for an available financial envelope and an estimate of the needs necessary for the implementation of the identified actions-activities, and that this allocation will be reported in an Overall Financial Framework , to the extent and according to the times established by each of the individual descriptive sheets and by the relative summary framework that will be developed.

#### **ARTICLE 10 – IMPLEMENTATION TIMES OF THE SUB-BASIN AGREEMENTS**

The implementation times of the sub-basin agreements are those defined for the individual action-activities, as they will be identified in the descriptive sheets of the Action Program and in those of the action-activities which will subsequently be defined and agreed upon when updating the Action Program 'action itself.

These times may be remodulated according to the procedures set out in article 13 below.

#### **ARTICLE 11 – IMPLEMENTATION INSTRUMENTS OF THE SUB-BASIN AGREEMENTS**

The actions envisaged by the Action Program of the Sub-Basin Agreements, and those that will subsequently be defined and agreed upon with the update of the Program itself, may also be implemented through the activation of specific implementation tools envisaged by the legislation and, in particular, specific Program Agreements or other agreements for the execution of works of particular importance.

## **ARTICLE 12 – MONITORING THE PROGRESS OF THE ACTION PROGRAM OF THE SUB-BASIN AGREEMENTS**

The promoters and implementers of the sub-basin agreements will ensure the information flow relating to the financial, procedural and physical progress of the interventions to the regional agreement manager.

The timely and correct setting up of the above relationships is a prerequisite for the disbursements of any financial or other resources available, without prejudice to the powers and responsibilities of each entity/subject signed.

The Responsible Body, assisted by the Technical Committee, also ensures monitoring of the effectiveness of the actions by developing suitable indicators.

## **ARTICLE 13 - WITHDRAWAL**

Subjects adhering to this Regional Agreement may withdraw, with a justified provision approved by the competent body of the Organization or Body to which they belong.

## **ARTICLE 14 - APPROVAL, EFFECTS AND EFFECTIVENESS**

This Regional Agreement must be approved in advance by the competent bodies of each adhering entity, which will indicate the legal representative or his delegate for the appointment.

## **Art. 15 - Further subsequent accessions**

The Parties agree that this Protocol may be followed by additional subjects after the addition if the specific contribution proves to be a competitor to the purposes referred to in Article 1.

## **ARTICLE 16 - DURATION**

This Protocol which the Contracting Parties sign, each to the extent of its competence in relation to the commitments expressly indicated, will take effect from the date of variation and last for five years.

The Parties agree that if necessary, upon expiry of this Protocol a subsequent one will be established for the completion and development of the objectives and actions undertaken.

#### **ARTICLE 17 - ECONOMIC CHARGES**

This Protocol does not generate economic burdens between the Parties.

#### **ARTICLE 18 – OWNERSHIP AND CONFIDENTIALITY OF DATA**

The results obtained under the Protocol in question are the property of the Parties, which can use them in accordance with current legislation on the disclosure of environmental data.

Each Party undertakes to:

- provide the others with all the information necessary to carry out the activities set out in this Protocol, which will be deemed useful for better collaboration;
- not to use, without the prior consent of the other Parties, the information and materials acquired that are expressly identified as confidential/private and not to communicate them to third parties, except only to those who, within their own organization, need to know known by reason of the nature of their duties.

#### **ARTICLE 19 - PRIVACY**

Pursuant to EU Regulation 679/2016 and Legislative Decree No. 196/2003 as amended by Legislative Decree 101/2018, the Parties inform each other that the data are used exclusively for the purposes of this Protocol and the connected and consequent deeds; with the amendment of this deed, the Parties give simultaneous consent to the processing of the same data according to the laws and regulations in force.

#### **ARTICLE 20 - JURISDICTION**

All disputes that may possibly arise during and in dependence on this Protocol and which are not settled amicably, are devolved exclusively to the Administrative Court of the Veneto.

This Protocol is digitally signed by the Parties pursuant to Legislative Decree 7 March 2005, n. 82 and subsequent amendments.

