

Memorandum of understanding for establishment and promotion of the Districts

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REGIONE DEL VENETO

Regione Emilia-Romagna



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Activity Title	Building of the subject's network, establishment of the Districts and management plans
Partner in Charge	PP1 Po Delta Veneto Regional Park
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Summary

The purpose of the Memorandum of Understanding is the formalization of the commitment to the promotion, improvement and deployment of the potential of the cultural heritage sites object of the VALUE project. The envisaged improvement is to be intended in terms of accessibility to the sites in question and expansion of the services and cultural activities offered by the sites to the general public. The partners involved in the activities developed the document within the context of the subject's network.

As the official Memoranda have been drafted in the respective languages of the partners (English and Croatian), translated extracts of them have been reported in the present document.

Po Delta

The Po Delta emerges among the countries of the Mediterranean shoreline for its capital of natural and cultural resources and is characterized by a high level of potential and vocations of the territory and the communities to which it belongs to date substantially unexpressed, even with respect to the current national and international market demand.

The Veneto Regional Park Authority of the Po Delta, established by Veneto Regional Law 36/1997, has among its aims the protection of naturalistic, environmental, historical and cultural values present in the area of the Po Delta of Rovigo and in the Po Delta MAB UNESCO Biosphere Reserve, as resources to enable the economic, social and cultural development of local communities.

In particular, it aims to meet specific needs of the Authority on the subject of activities planned under the VALUE project, funded by the European Territorial Cooperation program "Interreg IPA CBC Italy - Croatia" Axis 3 "Environment and Cultural Heritage". Action WP 3.3 of the project provides for the definition of a district for the enhancement of the territory, which has the objective, shared between the public and private sectors, to develop the aspects of protection, enjoyment, communication and services offered to users, through the joint and acquired efforts of the organizations included in the district. With the aim of overcoming the limitations of the current cultural offer, which is characterized by prevailing elements of fragmentation and disorganization, the VALUE project identifies and proposes to define Strategic lines and management plan, for the creation of a proposal of Cultural District, which is divided into specific thematic areas.

The Cultural District, within the framework of an economy that with increasing evidence refers back to the added value of awareness, culture and knowledge also linked to tradition, the circulation of ideas and intangible components, must contribute to stimulate and increase the demand of citizens, transforming it, progressively, into new stimuli and orientations for the territory towards alternatives and new forms of economic and cultural production of the new professions related to them.

The identification of such a strategy, which should be distinguished by socio-cultural peculiarities and chains of specializations in terms of cultural and natural resource and vocation, will flow into the concrete identification of a territorial policy of implementation and should be complemented by an experimental model.

The cultural district should initiate processes of opportunities for innovation of the economic fabric and, at the same time, provide elements for monitoring and overcoming social criticalities, as well as contribute to strengthening, diversifying, qualifying the production system, in relation to achieving levels of competitiveness. Therefore, the District represents an integrated system of territorially circumscribed supply, coinciding with an area of natural and cultural resources, characterized by an increasing level of articulation, quality and integration of services.

CONSIDERING

that the parties involved consider these objectives shareable, concretely prefigurabile in the short term and necessary to agree on an unambiguous line of development of the territory of the future district and that the synergy between the actors involved can promote important opportunities for discussion, development and deepening

ALL THIS BEING STATED, THE FOLLOWING IS AGREED UPON

Article 1.

The parties undertake to promptly support the elaboration of an initial study phase by making available the materials, matured reflections and realized projects to date, by each entity or group, in digital mode, by sending them to [...]

Article 2.

The parties, consequently, recognize the need for discussion and the definition of a unified and shared approach in the drafting of the "Shared Cultural District" project also in order to be able to access the European financial opportunities accrued to date and soon to accrue.

Article 3.

The parties undertake to examine possible synergies while respecting their roles, in order to ensure the best harmonization of activities for the pursuit of the aforementioned objectives of common interest.

Article 4.

The parties agree that by this Memorandum of Understanding they intend to regulate mutual cooperation and collaboration relations also to better utilize resources and expertise.

Article 5.

It is understood that by this Memorandum of Understanding it is not intended to create a joint organization, association, including partnership, joint venture, consortium, or otherwise. Each Party shall be exempted from any liability arising out of labor relations that would be established by the other Party within the scope of activities under this Protocol.

Article 6.

Confidentiality and Intellectual Property. The information that the Parties will exchange with each other is to be considered confidential, thus not disclosable for any reason to third parties, except with the express consent of the other Party. Any intellectual property rights owned by a Party will remain in the full exclusivity of that Party.

Article 7.

Duration, Amendments and Termination. This Protocol shall last for two years and may be renewed only by written agreement between the Parties

Article 8.

Processing of personal data. The Parties, by signing this Protocol, mutually consent to the processing of data in accordance with Law No. 196/2003.

Article 9.

The Parties will indicate, within 15 days after the signing of the Agreement, the respective persons responsible for the management of the activities and fulfillments covered by this Agreement.

Town of Cres

- Town of Cres is a partner in the VALUE project – Environmental and Cultural Development, which takes place within the cross-border cooperation program Interreg Italy-Croatia, whose main goal is to define a new model of territorial development aimed at the integration of culture, nature and tourism through the development of the cultural and archaeological sites.
- By participating in the VALUE project, Town of Cres conducted a pilot activity to develop a network of cultural and historical paths, starting from the northernmost point of the island of Cres, Cape Jablanac, to the town of Cres. The work consisted of clearing, restoring, and putting back into operation a total of 75 kilometres of forgotten roads, connecting some of the most important but also the most attractive locations on the island of Cres – areas of exceptional historical value, location important for their unique biodiversity, archaeological sites, villages, settlements, and shepherd’s dwellings that shape the colourful and priceless Cres cultural heritage. These sites are described on information boards setup along the trail, as well as on the website developed as part of the project, and the trails are enriched with the rest areas and signposts.
- The renewed network of historical pathways has become part of a unique new tourist product on the Cres-Lošinj archipelago, whose 150 kilometres connect the North of the island of Cres with the south of the island of Ilovik, under the common name **Via Apsyrtides**.
- The importance of the Via Apsyrtides long-distance trail is multidimensional. Starting from recognizing the importance of the island’s historical, cultural and natural heritage, the trails have highlighted the unique wealth which they connect, and the exceptional need to preserve, valorise and promote it adequately. The trails also deviate from the established “sun-sea-beach” formula and offer the possibility of extending the tourist season outside of the summer months. Hikers will have the opportunity to get to know the archipelago in a whole new way, to get acquainted with the rich flora and fauna of the island, to learn about the importance of ponds, livestock, agriculture and olive growing; they can peek not some of the most beautiful hidden churches deep in the woods, and take a walk around inhabited villages, and gain an impression of the life of the islanders in them.
- This network of centuries-old trails is extremely important for the sustainable development of the island and the various forms of tourism on it. By connecting rural settlements of smaller commercial reach, they increase the possibility of their attractiveness. Many relatively inaccessible villages (Ivanje, Niska, Petrićevi, Važminec, Filozići, etc.) now have the possibility of developing their tourist potential, and there also emerges the possibility of developing the potential for the conversion of abandoned shepherd’s dwellings into attractive service and

accommodation complexes, restored in accordance with nature and environment, and in the spirit of preserving the integrity of the rich cultural heritage.

Association Agreement of local tourist boards from the Island of Korčula

Article 1.

This Association Agreement (hereinafter: the Agreement) regulates the manner of cooperation and association of the following Signatories to this Agreement:

1. **Korčula Tourist Board** [...]
2. **Vela Luka Tourist Board** [...]
3. **Blato Tourist Board** [...]
4. **Smokvica Tourist Board** [...]
5. **Lumbarda Tourist Board** [...]

In order to jointly implement one or more activities aimed at developing a tourist product and promoting the destination, and determined by the program / project:

1. Marketing activity programs

- Redesign, graphic layout and printing of the existing image brochure of the island "Visit Island Korcula"
- Destination branding, creation of visual identity and production of a book of standards for all marketing materials of the Tourist Board of the island of Korcula in order to brand tourist products of the island of Korcula (online and offline)
- Development of slogans and / or logos of the island of Korcula
- Production of bicycle and hiking maps of the island of Korcula in print and online
- Project for setting up e-bike charging stations and bicycle service stations
- Map of the beaches of the island of Korcula

2. Active tourism projects

- Organization of the triathlon sports event The Marco Polo Challenge every year and the implementation of marketing activities for the event
- Organization of existing sports and new manifestations of active tourism and implementation of marketing activities for the same (Visit Island Outdoors ...).
- Organization of trainings for specialized guides of active tourism and education of the population for popularization of active way of life
- Equipping bicycle and hiking routes on the island of Korcula including EuroVelo8 (traffic study, standardization of signs, information tables, route maintenance ...)
- Labeling project for accommodation and other facilities

3. Projects in the field of local gastronomy

- Production of a gastro brochure for the island of Korcula
- Organization of new gastro and eno events with an emphasis on local food and authentic dishes and the implementation of their promotional activities
- Development, equipping, content creation (texts, proofreading, proofreading and translation) and promotion of the Wine and Taste Road and the Olive Oil Route

4. Projects for preservation and promotion of tangible and intangible heritage

- Korčula Sward Dance Festival project; organization of events, permanent and occasional exhibitions,
- Trace in Infinity project dedicated to Oliver Dragojević; organization of events and accompanying contents (thematic tours, exhibitions ...)
- Tourist product development project Archaeological route of the island of Korcula
- Marketing activities related to cultural tourism projects and events

Article 2

Activities on the implementation of the programme/project of this Agreement are coordinated by the Coordinator. The coordinator is the Korcula Tourist Board as one of the tourist boards, a signatory to the Agreement.

The responsible person of the Coordinator is the director of the Tourist Board, as a person authorized to represent the tourist board registered in the Register of Tourist Boards.

During the duration of the programme/project of the Agreement, the Coordinator may, in accordance with the agreement, change so that each Party to this Agreement coordinates activities on the implementation of the programme/project in an equal time interval month/year which will be determined by the Annex to this Agreement.

Coordinator - The Director of the Tourist Board, while acting as a coordinator, may appoint a special coordinator who must be an employee of the Tourist Board, and inform the other signatories of this Agreement.

Article 3

The Coordinator manages the work of the Coordination consisting of representatives of the Parties to this Agreement (Director or President of the Tourist Board).

Article 4

The Coordination obligations under Article 3 of this Agreement are:

- coordinating the schedule of programme / project implementation
- determining the amount of financial resources for the implementation of joint annual activities as well as the sources from which they will be financed
- organization of presentation of activities carried out on the implementation of projects/programs to all Parties to this Agreement and by agreement to other tourism stakeholders in the destination
- planning and coordination of planned activities (meetings, workshops, operational actions required for the development of the program / project, etc.).

The signatories of this Agreement stipulate that programs and projects for each annual period will be determined by consensus and agreement, and that the selection of marketing companies, PR experts and companies, and individuals to be engaged in implementing programs or projects of joint local tourist communities from the island of Korcula, also be elected by consensus and agreement of all signatories.

Article 5

Convening meetings related to programme / project implementation arrangements shall be conducted by the Coordinator at the initiative of one or more Parties to this Agreement.

Article 6

The Parties to this Agreement, with prior written consent, authorize the Coordinator to represent the Parties and conclude agreements with third parties, for the purpose of carrying out joint activities (payment / disbursement of funds, etc.) determined by the program / project referred to in Article 1 of this Agreement.

Article 7

For the implementation of joint activities determined by the programme / project referred to in Article 1 of this Agreement, each Party to this Agreement shall, in accordance with its capabilities, provide appropriate financial resources, the amount of which shall be determined by agreement between all Parties to this Agreement.

The signatories of this Agreement are obliged to plan the agreed amounts by position in the annual budget.

Article 8

The Signatories of this Agreement agree that the Coordinator may, for the purposes of the Project / Program referred to in Article 1 of this Agreement, apply for one or more activities to public calls for funding, which will not financially burden the Signatories of the Agreement and will not unreasonably withhold the necessary power of attorney or other documentation required to take such actions by the Coordinator.

Article 9

Funds intended for financing the program / project shall be paid to the account of each Party to this Agreement, which is obliged to submit a report to the Coordinator on the income and expenditure of these funds, with evidence of the same, monthly / weekly and at the request of the Coordinator.

Article 10

This Agreement is concluded for an indefinite period of time.

Article 11

By way of derogation from Article 10 of this Agreement, this Agreement may be terminated by either Party, denying the consent of the Ministry of Tourism and Sports and at the request of one or more Parties to this Agreement, solely on the basis of decisions of local tourist boards.

Article 12

The Parties to this Agreement undertake to take all reasonable measures in their power which are necessary or desirable in order to achieve effects in the spirit and intent of this Agreement and shall therefore act in good faith with each other at all times.

Article 13

This Agreement consists of its text and all amendments, ie documents adopted in the manner and under the conditions set out in this Agreement.

Article 14

No amendment to this Agreement shall be valid unless made in writing and unless such amendment takes the form required for the validity of the Agreement.

Article 15

The signatories of this Agreement unanimously stipulate that in interpreting possible disputed provisions, the common intention of its parties should be investigated and the disputed provision interpreted in accordance with the principles of mandatory law established by the Civil Obligations Act.

Article 16

The signatories of this Agreement agree that they will try to resolve all possible disputes arising from the Agreement by mutual agreement.

Article 17

If the agreement provided for in Article 16 of the Agreement is not reached within 90 days from the date of notification by one party that a dispute has arisen, any dispute or claim arising out of or in connection with this Agreement, including disputes relating to validity, infringement, termination or nullity of the Agreement, will finally be decided according to the arbitration rules of the Permanent Court of Arbitration of the Croatian Chamber of Commerce (Zagreb Rules) by an arbitrator appointed in accordance with the said rules. The place of arbitration will be Zagreb. (or jurisdiction of the Municipal Court)

Article 18

Notwithstanding the fact that the arbitral tribunal is competent to settle the dispute, any other court otherwise competent may, at the request of any Party to this Agreement, issue an interim measure to protect a particular right which is the subject of the arbitration before or during the arbitration.

Article 19

The Parties to this Agreement agree that in the event of the nullity, voidability or unenforceability of any provision of this Agreement, such void, rebuttable or unenforceable provision shall not affect the validity of other provisions of this Agreement and shall replace the void, rebuttable or unenforceable provision. to enable the attainment of the aim sought to be achieved by a provision which has been established to be null and void, negligible or unenforceable.

Article 20

The decision to conclude this Agreement shall be made by the tourist councils of the Signatories to this Agreement.

Article 21

This Agreement is drawn up in 6 (letters: six) identical and equivalent copies, of which each Party to this Agreement shall retain 1 (letters: one) copy.