

DELIBERAZIONE DELLA GIUNTA REGIONALE 18 luglio 2018, n. 1310

Programma di Cooperazione Europea INTERREG V-A Italia-Croazia 2014/2020. Approvazione progetto "BLTOURSYSTEM". Presa d'atto. Variazione di bilancio di previsione 2018 e pluriennale 2018-2020 ai sensi dell'art. 51 del D. Lgs. n. 118/2011 e ss.mm.ii..

Assente l'Assessore all'Industria Turistica e Culturale, Avv. Loredana Capone, sulla base dell'istruttoria espletata dal Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio e confermata dal Direttore, dott. Aldo Patruno, riferisce quanto segue: il Vice Presidente

- In coerenza con la nuova politica europea di coesione e gli obiettivi fissati nella strategia Europa 2020, e sulla scorta delle esperienze sviluppate nei precedenti periodi di programmazione, la Cooperazione Territoriale Europea 2014-2020 punta a raggiungere un maggiore impatto degli interventi sui territori ed un utilizzo ancora più incisivo degli investimenti. Il quinto periodo di programmazione di Interreg ha un bilancio di 10,1 miliardi di euro investiti in oltre 100 programmi di cooperazione tra le regioni ed i partner territoriali, sociali ed economici. Questo budget include anche la dotazione del FESR per gli Stati membri per partecipare a programmi di cooperazione transfrontaliera esterna dell'UE sostenuti da altri strumenti (Strumento di preadesione IRA e Strumento europeo di vicinato ENI);
- nell'ambito dei programmi di cooperazione territoriale 2014-2020 la Regione Puglia è territorio eleggibile per il Programma Italia - Croazia che ha l'obiettivo di accrescere la prosperità dell'area e sostenere le prospettive di "crescita blu", stimolando i partenariati transfrontalieri a produrre cambiamenti tangibili. Il Programma si basa su quattro gli assi prioritari su cui si articola il Programma: 1. Innovazione blu; 2. Sicurezza e resilienza; 3. Ambiente e patrimonio culturale; 4. Trasporto marittimo;
- in data 27 marzo 2017 è stato pubblicato il bando per la prima call per i progetti "Standard +" con scadenza prevista il 22/05/2017 relativo al programma INTERREG V-A ITALIA-CROAZIA 2014/2020 ;
- a pubblicazione avvenuta dei bandi suddetti, la Regione Puglia - Dipartimento Turismo, Economia della Cultura e Territorio ha partecipato in qualità di partner ad una proposta progettuale per il progetto BLTOURSYSTEM con capofila Università di Ca' Foscari - Facoltà di Economia;
- il Comitato di Sorveglianza del Programma INTERREG V-A ITALIA-CROAZIA 2014/2020, riunitosi in Spalato il 26 e 27 ottobre 2017, a conclusione di tutte le fasi di valutazione, con decreto n. 124 del 30/10/2017, ha approvato la graduatoria dei progetti finanziati nell'ambito del primo bando per progetti "Standard +" nella quale il progetto BLTOURSYSTEM è risultato tra le proposte progettuali ammesse a finanziamento;
- il progetto BLTOURSYSTEM è ammesso a finanziamento per un importo complessivo di € 1.037.050,00 di cui € 164.600,00 di competenza della Regione Puglia - Dipartimento Turismo, Economia della Cultura e Territorio;
- la partnership del progetto BLTOURSYSTEM è composta dalla Università di Ca' Foscari - Facoltà di Economia che riveste il ruolo di partner capofila, dalla Regione Veneto - Area Capitale Umano e Cultura, dalla Regione Puglia - Dipartimento Turismo, Economia della Cultura e Territorio, Regione Istria - Dipartimento Cooperazione Internazionale e Affari Europei, dall'Università di Spalato - Facoltà di Economia e dal GAL "LAG 5";
- in data 17/05/2018 il Partner Beneficiary (Regione Puglia - Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio - PP2) ha sottoscritto il Partnership Agreement tra il Lead Beneficiary (Università di Venezia Ca' Foscari - Dipartimento di Economia) e tutti i Partner di progetto;
- BLTOURSYSTEM intende contribuire a migliorare le condizioni quadro per gli investimenti in Turismo blu e per stimolare la competitività, l'eco-innovazione, la diversificazione ed il miglioramento creativo dell'offerta turistica. L'obiettivo generale è di evolvere le capacità degli stakeholder, fornendo una piattaforma helix quadrupla per aprire l'innovazione e sostenere lo sviluppo dell'ecosistema aziendale blu;

CONSIDERATO CHE

- il progetto BLTOURSYSTEM è dotato di risorse finanziarie pari ad € 1.037.050,00 mentre la quota spettante al partner Regione Puglia è pari ad € 164.600,00. Dette risorse finanziarie sono coperte per l'85% dai fondi Comunitari e per il 15% dal cofinanziamento nazionale che, a mente della Delibera CIPE n. 10/2015, per i partner italiani è coperto dal Fondo di Rotazione - ex L 183/1987;
- per effetto di tale ripartizione, il cofinanziamento con Fondi Europei al progetto ammonta a complessivi € 139.910,00. In base alle regole che attengono all'implementazione delle attività di Programma, tali risorse verranno erogate ai partner di progetto nelle rispettive quote spettanti, previa erogazione in loro favore disposta dall'Autorità di Gestione del Programma, a cura del Lead Beneficiary di progetto;
- la restante quota di € 24.690,00 corrispondente al cofinanziamento nazionale (Fondo di Rotazione), sarà erogata alla Regione Puglia direttamente dall'Agenzia per la Coesione Territoriale;
- spetta al Lead Beneficiary del progetto BLTOURSYSTEM trasferire a ciascun partner di progetto la quota comunitaria di competenza, in misura corrispondente alle spese ammissibili, certificate dai singoli certificatori di primo livello nazionali previa presentazione del relativo progress report di progetto;
- il progetto prevede il trasferimento di € 67.700,00. Tale somma è destinata per € 5.100,05 alla copertura delle spese delle missioni e lavoro straordinario e per il resto alla copertura delle spese del personale già in servizio presso la Regione Puglia attribuito al progetto stesso relativamente alle ore/uomo impegnate per le attività formative. Le spese trasferite dal soggetto finanziatore a titolo di rimborso di spese di personale regionale, saranno oggetto di evidenza contabile attraverso opportuna operazione di regolazione tra i capitoli di spesa del bilancio vincolato all'uso istituiti e il capitolo in entrata del bilancio autonomo 3064060 "Rimborsi per spese di personale sostenute per progetti finanziati da risorse UE". A tal proposito è stata inviata a mezzo PEC alla Sezione Personale, per le valutazioni di competenza in ordine al calcolo delle spese di personale e dei relativi tetti, apposita nota informativa da parte del Dipartimento turismo. Economia della Cultura, Valorizzazione del Territorio nn. 21/06/2018/0001474 - 11/07/2018/0001788 con il dettaglio degli importi che si prevede di recuperare a seguito di idonea rendicontazione;

TUTTO CIÒ PREMESSO

- Visto il D.Lgs. 23 giugno 2011, n. 118, come integrato dal D.Lgs. 10 agosto 2014, n.126 "Disposizioni integrative e correttive del D.Lgs 118/2011 recante disposizioni in materia di armonizzazione dei sistemi contabili e degli schemi di bilancio delle Regioni, degli Enti locali e dei loro organismi, a norma degli articoli 1 e 2 della Legge n. 42/2009";
- Rilevato che l'art.51, comma 2, del D.Lgs 118/2011, come integrato dal D.Lgs. 10 agosto 2014, n.126, prevede che la Giunta con provvedimento amministrativo, autorizza le variazioni del documento tecnico di accompagnamento e le variazioni del bilancio di previsione per l'iscrizione di entrate derivanti da assegnazioni vincolate e delle relative spese;
- Vista la L.R. del 29.12.2017 n.67 (legge di stabilità regionale 2018);
- Vista la L.R. del 29.12.2017 n.68 "Bilancio di previsione della Regione Puglia per l'esercizio finanziario 2018 e pluriennale 2018-2020";
- Vista la DGR n.38 del 18.01.2018 di approvazione del Documento tecnico di accompagnamento al bilancio di previsione e del Bilancio finanziario gestionale 2018-2020 previsti dall'art.39, co.10 del D. Lgs. 23 giugno 2011, n. 118 e ss.mm.ii.;
- Vista la nota prot. AOO_116/8213 del 25/05/2018, con la quale vengono fornite specifiche sulla corretta contabilizzazione dei rimborsi effettuati dai soggetti finanziatori e riguardanti le spese di personale dipendente già in servizio presso l'Ente;
- Trattasi di progetto di cooperazione territoriale europea cofinanziato dal Programma Interreg Italia-Croazia 2014/2020 - prima call per progetti Standard+, per l'85% e dal Fondo di Rotazione per il 15%, pertanto soggetto a rimborso a seguito di rendicontazione della spesa sostenuta;

- La variazione proposta con Il presente provvedimento, assicura il rispetto dei vincoli di finanza pubblica vigenti garantendo il pareggio di bilancio di cui alla L.R. n.68/2017 ed il rispetto delle disposizioni di cui ai commi 465-466 dell'articolo unico della Legge n. 232/2016 e ss.mm.ii. e del comma 775 dell'articolo unico della Legge n.205/2017;

Con il presente provvedimento si propone alla Giunta Regionale:

- Di prendere atto dell'avvenuta approvazione e ammissione a finanziamento con le risorse a valere sul Programma Interreg V-A Italia - Croazia 2014/2020 - Prima Calli progetti "Standard+" del progetto **BLTOURSYSTEM** del quale la Regione Puglia - Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio - è Partner di progetto (partner n. 2)
- Di prendere atto che le attività da porre in essere da parte della Regione Puglia, relative al progetto **BLTOURSYSTEM** prevedono un budget di € **164.600,00** e che lo stesso è finanziato al 100% (dal FESR per l'85% dell'importo finanziato pari ad € 139.910,00 e per il restante 15%, pari ad € 24.690,00 dallo Stato, secondo quanto disposto dalla Delibera CIPE n. 10/2015 del 28.10.2015, pubblicata sulla GURI - Serie Generale n. 111 del 15.5.2015) e che, pertanto, per quanto riguarda la Regione Puglia - Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio, il progetto **BLTOURSYSTEM** è finanziato al 100% senza alcun onere a carico dell'Ente;
- Individuare l'arch. Marielena Campanale quale Responsabile unico del procedimento per la Regione Puglia per la gestione delle attività previste;
- Di autorizzare il Direttore del Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio, responsabile dei competenti capitoli di spesa istituiti con il presente atto, ad adottare i conseguenti provvedimenti di accertamento e di impegno e liquidazioni delle spese a valere sull'esercizio finanziario 2018 e inerenti il progetto **BLTOURSYSTEM**, approvato e ammesso a finanziamento sulle risorse di cui al Programma Interreg V-A Italia - Croazia 2014/2020;
- Di procedere alla variazione di Bilancio, ai sensi del D.Lgs. n. 118/2011 e ss.mm.ii., nella parte entrata e nella parte spesa in termini di competenza e cassa per l'esercizio finanziario 2018, come riportato nella parte relativa alla copertura finanziaria, mediante l'istituzione di n. 2 (due) C.N.I. di Entrata e di n. 12 (dodici) C.N.I. di Spesa;
- Di apportare, ai sensi del combinato disposto dell'art. 51, comma 2, punto a) del D. Lgs n. 118/2011 e dell'art. 42 della L.R. N. 28 del 16 novembre 2001, le seguenti variazioni al Bilancio di Previsione 2018-2020, al Documento Tecnico di Accompagnamento, al Bilancio Gestionale approvato con la D.G.R. n. 38 del 18.01.2018, relative all'esercizio finanziario 2018 in termini di competenza e cassa, con l'iscrizione della somma di € **164.600,00**, nei seguenti Capitoli di Nuova Istituzione:

COPERTURA FINANZIARIA ai sensi del d.lgs. n. 118/2011 e ss.mm.ii.

Il presente provvedimento comporta l'istituzione di nuovi capitoli di spesa e la variazione al bilancio di previsione bilancio 2018 e pluriennale 2018-2020, Documento tecnico di accompagnamento e al Bilancio gestionale approvato con DGR n. 38 del 18/01/2018, ai sensi dell'art. 51 comma 2 del D.Lgs. n. 118/2011 e ss.mm.ii.

BILANCIO VINCOLATO

Si dispone la variazione la bilancio regionale per le maggiori entrate derivanti dalla sottoscrizione Partnership Agreement sottoscritto dalla Regione Puglia in data 17.05.2018

C.R.A.	66 - DIPARTIMENTO RISORSE FINANZIARIE E STRUMENTALI, PERSONALE E ORGANIZZAZIONE
	01 - DIREZIONE DIPARTIMENTO TURISMO, ECONOMIA DELLA CULTURA E VALORIZZAZIONE DEL TERRITORIO

VARIAZIONE IN AUMENTO**Parte Entrata - Ricorrente**

Codice UE: 1 - Entrate destinate al finanziamenti dei progetti comunitari

CRA	capitolo	Declaratoria	Titolo, Tipologia, Categoria	Codifica piano dei conti finanziario	Stanziamento di maggiori entrate		
					e.f. 2018 Competenza e Cassa	e.f. 2019 Competenza	e.f. 2020 Competenza
63.01	C.N.I. 2052201	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - quota 85% del budget da Università Ca' Foscari per il progetto BLTOURSYSTEM	2.105	E.2.1.1.2.8 Altri trasferimenti correnti dall'Università	€ 27.982,00	€ 111.928,00	€ 0,00

Si attesta che l'importo di € 139.910,00 relativo alla copertura del presente provvedimento corrisponde ad obbligazione giuridicamente perfezionata, con debitori certi: Università Ca' Foscari Via Cannaregio 873 30121 Venezia, P.IVA: 00816350276 - è esigibile secondo le regole dei "contributi a rendicontazione"

Titolo giuridico: Partnership Agreement sottoscritto dalla Regione Puglia in data 17/05/2018 (All. "A" composto da 36 facciate)

CRA	capitolo	Declaratoria	Titolo, Tipologia, Categoria	Codifica piano dei conti finanziario	Stanziamento di maggiori entrate		
					e.f. 2018 Competenza e Cassa	e.f. 2019 Competenza	e.f. 2020 Competenza
63.01	C.N.I. 2052202	Programma di Cooperazione interreg V-A Italia-Croazia 2014/2020 - quota FdR 15% del budget da Agenzia per la coesione territoriale, per il tramite della Regione Puglia, per il progetto BLTOURSYSTEM	2.101	E.2.1.1.1.1 Trasferimenti correnti da Ministeri	€ 4.938,00	€ 19.752,00	€ 0,00

Si attesta che l'importo di € 24.690,00, relativo alla copertura del presente provvedimento, corrisponde ad obbligazione giuridicamente perfezionata, con debitori certi: Agenzia per la Coesione Territoriale - è esigibile secondo le regole dei "contributi a rendicontazione"

Titolo giuridico: Delibera Cipe 10/2015 avente ad oggetto "Definizione dei criteri di cofinanziamento pubblico nazionale dei programmi europei per il periodo di programmazione 2014-2020 e relativo monitoraggio. Programmazione degli interventi complementari di cui all'articolo 1, comma 242, della legge n. 147/2013 previsti nell'accordo di partenariato 2014-2020. Si dispone l'accertamento della medesima entrata ai sensi del principio contabile di cui all'allegato 4/2, par.3.6, lett. C), riferito ai "contributi a rendicontazione".

VARIAZIONE IN AUMENTO**Parte Spesa - Ricorrente**

Missione: 19 - Relazioni internazionali

Programma: 02 - Cooperazione territoriale

CRA	Capitolo di Spesa	Declaratoria	Codice UE	Missione Programma P.D.C.F.	Variazione bilancio di previsione anno 2018 Competenza e Cassa	Variazione bilancio di previsione anno 2019 Competenza	Variazione bilancio di previsione anno 2020 Competenza
63.01	C.N.I. 1164575	Programma di Cooperazione interreg V-A Italia-Croazia 2014/2020-Spese rappresentanza, organizzazione eventi, pubblicità e servizi per trasferta - quota FdR 15% per il progetto BLUTOURSYSTEM	4	U.19.2.1.3.2.2	€ 600,00	€ 2.400,00	€ 0,00
63.01	C.N.I. 1164075	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Spese rappresentanza, organizzazione eventi, pubblicità e servizi per trasferta - quota UE 85% per il progetto BLUTOURSYSTEM	3	U.19.2.1.3.2.2	€ 3.400,00	€ 13.600,00	€ 0,00
63.01	C.N.I. 1164576	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Straordinario FdR 15% per il progetto BLUTOURSYSTEM	4	U.19.2.1.1.1.1	€ 101,41	€ 202,83	€ 0,00
63.01	C.N.I. 1164076	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Straordinario - quota UE 85% per il progetto BLUTOURSYSTEM	3	U.19.2.1.1.1.1	€ 574,68	€ 1.149,37	€ 0,00
63.01	C.N.I. 1164577	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Spese per compensi di staff - quota FdR 15% per il progetto BLUTOURSYSTEM	4	U.19.2.1.1.1.1	€ 1.190,61	€ 4.965,28	€ 0,00
63.01	C.N.I. 1164077	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020-Spese per compensi di staff - quota UE 85% per il progetto BLUTOURSYSTEM	3	U.19.2.1.1.1.1	€ 6.746,80	€ 28.136,58	€ 0,00

63.01	C.N.I. 1164578	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Contributi sociali effettivi a carico dell'ente per lo staff e straordinario - quota FdR 15% per il progetto BLTOURSYSTEM	4	U.19.2.1.1.2.1	€ 456,54	€ 1.826,15	€ 0,00
63.01	C.N.I. 1164078	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Contributi sociali effettivi a carico dell'ente per lo staff e straordinario - quota UE 85% per il progetto BLTOURSYSTEM	3	U.19.2.1.1.2.1	€ 2.587,05	€ 10.348,19	€ 0,00
63.01	C.N.I. 1164579	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Spese per IRAP staff e straordinario - quota FdR 15% per il progetto BLTOURSYSTEM	4	U.19.2.1.2.1.1	€ 162,44	€ 649,74	€ 0,00
63.01	C.N.I. 1164079	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Spese per IRAP staff e straordinario - quota UE 85% per il progetto BLTOURSYSTEM	3	U.19.2.1.2.1.1	€ 920,47	€ 3.681,86	€ 0,00
63.01	C.N.I. 1164580	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Altri servizi diversi n.a.c. - quota FdR 15% per il progetto BLTOURSYSTEM	4	U.19.2.1.3.2.99	€ 2.427,00	€ 9.708,00	€ 0,00
63.01	C.N.I. 1164080	Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Altri servizi diversi n.a.c. - quota UE 85% per il progetto BLTOURSYSTEM	3	U.19.2.1.3.2.99	€ 13.753,00	€ 55.012,00	€ 0,00
Totale Variazione					€ 32.920,00	€ 131.680,00	€ 0,00

Con determinazione del Direttore del Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio si procederà ad effettuare il relativo accertamento delle entrate e impegno di spesa pluriennale entro il 31/12/2018 ai sensi di quanto previsto al punto 3.6, lett. C) del "Principio contabile applicato concernente la contabilità finanziaria" di cui all'Allegato 4/2 al D. Lgs n. 118/2011 e ss.mm.ii. concernente i "contributi a rendicontazione".

BILANCIO AUTONOMO

La contabilizzazione delle entrate rivenienti dal rimborso delle spese di personale impiegato nel presente

progetto finanziato da risorse UE, da sostenersi a carico del Bilancio Autonomo della Regione per gli esercizi 2018 e 2019 avverrà sul capitolo di entrata 3064060 "Rimborsi per spese di personale sostenute per progetti finanziati da risorse UE" distinto per ciascun e.f., piano dei conti finanziario 3.05.02.01 "Rimborsi ricevuti per spese di personale".

Ai successivi atti di regolarizzazione contabile tra i capitoli di spesa che vengono istituiti con il presente provvedimento e il citato cap. 3064060, si provvederà con successivi provvedimenti dirigenziali del Dipartimento Turismo, Economia della Cultura, Valorizzazione del Territorio.

Si dà atto di aver inviato opportuna informativa a mezzo PEC da parte del Dipartimento Turismo, Economia della Cultura, Valorizzazione del Territorio prot. AOO_004/0001474 del 21/06/2018 - AOO_004/0001788 del 11/07/2018 alla Sezione Personale e Organizzazione, per le valutazioni di competenza, con il dettaglio degli importi che si prevede di recuperare a titolo di spese di personale regionale impiegato nel presente progetto a seguito di idonea e dettagliata rendicontazione da sottoporre all'approvazione dell'università di Venezia Ca' Foscari, quale Lead Beneficiary. Dell'avvenuta effettiva riscossione dei citati importi, il Dipartimento Turismo, Economia della Cultura, Valorizzazione del Territorio darà comunicazione alla Sezione Personale e Organizzazione.

Tutto ciò premesso l'Assessore proponente, sulla base delle risultanze istruttorie e delle motivazioni innanzi espresse, propone alla Giunta l'adozione del conseguente atto finale che rientra nelle competenze della Giunta Regionale ai sensi dell'art. 4 comma 4°, lettera k, della L.R. n.7/97.

LA GIUNTA

Udita la relazione e la conseguente proposta dell'Assessore proponente;

Viste le sottoscrizioni posta in calce al presente provvedimento;

A voti unanimi espressi nei modi di legge

DELIBERA

- **Di prendere atto** di quanto espresso in narrativa e che qui si intende integralmente riportato;
- **Di prendere atto** dell'avvenuta approvazione e ammissione a finanziamento con le risorse a valere sul Programma di Cooperazione Interreg V-A Italia - Croazia 2014/2020 del progetto BLUTOURSYSTEM del quale la Regione Puglia - Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio - è Partner di Progetto (partner n. 2), come evincesi dal Partnership Agreement redatto in lingua inglese - una delle lingue ufficiali del Programma Italia - Croazia - All. "A" quale parte integrante e sostanziale alla presente Deliberazione;
- **Di prendere atto** che le attività da porre in essere da parte della Regione Puglia, relative al progetto **BLUTOURSYSTEM** prevedono un budget di **€ 164.600,00** e che lo stesso è finanziato al 100% (dal FESR per l'85% dell'importo finanziato pari ad € 139.910,00 e per il restante 15%, pari ad € 24.690,00 dallo Stato, secondo quanto disposto dalla Delibera CIPE n. 10/2015 del 28.10.2015, pubblicata sulla GURI - Serie Generale n. 111 del 15.5.2015) e che, pertanto, per quanto riguarda la Regione Puglia - Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio, il progetto BLUTOURSYSTEM è finanziato al 100% senza alcun onere a carico dell'Ente;
- **Di dare atto** che la partecipazione della Regione Puglia al progetto **BLUTOURSYSTEM** non comporta oneri a carico dell'Amministrazione regionale e che con il progetto si farà fronte alle spese relative ai costi del personale retribuito a carico del bilancio regionale autonomo e impiegato nelle attività del progetto stesso, da contabilizzare a titolo di recuperi al capitolo di entrata del bilancio autonomo 3064060, come indicato nella Sezione copertura finanziaria;

- **Di incaricare** il Dipartimento Turismo, Economia della cultura. Valorizzazione del Territorio di trasmettere la presente Deliberazione alla Sezione Personale per le valutazioni di competenza, unitamente alle consequenziali informative riferite ai rimborsi delle spese di personale effettivamente riscossi negli esercizi finanziari;
- **Di nominare** Responsabile Unico del Procedimento per la gestione delle attività previste dal progetto BLUTOURSYSTEM, l'arch. Marielena Campanale;
- **Di autorizzare** il Servizio Bilancio e Ragioneria ad apportare, ai sensi e per gli effetti di cui all'art. 42, della L.R. 28/2001 e ss.mm.ii., e dell'art. 51 del D.Lgs. n. 118/2011, le variazioni a valere sul bilancio vincolato così come espressamente riportato in Copertura Finanziaria;
- **Di dare atto** del mantenimento degli equilibri di bilancio;
- **Di approvare** l'allegato E/1 nella parte relativa alla variazione al bilancio, parte integrante del presente provvedimento;
- **Di dare atto** che con le suddette variazioni, si intendono modificati, il Bilancio di Previsione 2018-2020 nonché il documento tecnico di accompagnamento e Bilancio Finanziario Gestionale 2018;
- **Di incaricare** il Servizio Bilancio della Sezione Bilancio e Ragioneria, di trasmettere al Tesoriere regionale il prospetto E/1 di cui all'art. 10, comma 4 del D. Lgs. n. 118/2011 conseguentemente all'approvazione della presente deliberazione;
- **Di autorizzare** il Direttore del Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio, responsabile dei competenti capitoli di spesa istituiti con il presente atto, ad adottare i conseguenti provvedimenti di impegno e liquidazioni delle spese a valere sull'esercizio finanziario 2018 e seguenti e inerenti il progetto **BLUTOURSYSTEM**, approvato e ammesso a finanziamento sulle risorse di cui al Programma di Cooperazione Interreg V-A Italia - Croazia 2014/2020;
- **Di autorizzare** per gli effetti di cui ai punti precedenti il Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio, responsabile dei competenti capitoli di spesa istituiti con il presente atto, ad approvare le eventuali variazioni del bilancio gestionale compensative fra i capitoli di spesa del medesimo MACROAGGREGATO;
- **Di notificare** il presente provvedimento al Direttore del Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio;
- **Di pubblicare** il presente provvedimento nel Bollettino Ufficiale della Regione Puglia ai sensi della normativa vigente.

IL SEGRETARIO DELLA GIUNTA
ROBERTO VENNERI

IL PRESIDENTE DELLA GIUNTA
MICHELE EMILIANO

10/12/2018/2017



PARTNERSHIP AGREEMENT

Project ID: **10042761**

Project acronym: **BLUTOURSYSTEM**

Project title: **Knowledge platform, skills and creative synergies for blue tourism ecosystem development**

Note

This document serves as model for the Partnership Agreement to be established between the Lead Partner and all partners in compliance with Article 13(2) of Regulation (EU) No 1299/2013 and as further explained in chapter Factsheet n. 6 "Project Implementation" (hereinafter referred to as Factsheet n. 6). This document states the so called "LP Principle" for the





operational management and coordination of the project and provides all minimum compulsory requirements that the signed Partnership Agreement must hold. Additional elements may be included by the partnership in order to tailor the Agreement to their specific needs. Additional provisions included in the final Partnership Agreement must in any case be in line with the Programme objectives and the legal framework mentioned in the Subsidy Contract.

It is strongly advised to check whether the terms and clauses – especially those dealing with company law, property law, disputes between partners and compensation for damages – are correct and consistent with the applicable law. The Managing Authority cannot under any circumstances or for any other reason whatsoever be held liable for damage or injury sustained by the application of this document. The Managing Authority therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.

Glossary

AA	-	Audit Authority
AF	-	Application Form
AfR	-	Application for Reimbursement
EC	-	European Commission
ERDF	-	European Regional Development Fund
EU	-	European Union





- FDR - Fondo di Rotazione (Italian Rotation Fund)
- FLC - First Level Control
- JS - Joint Secretariat
- LP - Lead Partner
- MA - Managing Authority
- MC - Monitoring Committee
- PP - Project Partner
- SC - Subsidy Contract

European Regional Development Fund



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Partnership Agreement

for the implementation of the project Knowledge platform, skills and creative synergies for blue tourism ecosystem development, acronym BLTOURSYSTEM, project ID 10042761

within the

Interreg V A Italy Croatia Cross-border Cooperation Programme 2014-2020

Having regard to:

- the legal framework as in Art. 1 of the Subsidy Contract (hereinafter referred to as SC) signed between the Managing Authority (hereinafter referred to as MA) and Ca' Foscari University of Venice – Department of Economics acting as Lead Partner of the project “Knowledge platform, skills and creative synergies for blue tourism ecosystem development”, acronym BLTOURSYSTEM, project ID 10078883 and in particular Article 13(2) of Regulation (EU) No 1299/2013
- Articles 3 (1) and 9 of the SC signed between the MA and the aforementioned LP on [BLTOURSYSTEM project];

the following Agreement shall be made between:

Ca' Foscari University of Venice – Department of Economics, (Lead Partner)
Cannaregio 873, 30121 Venice – Italy, represented by Prof. Michele Bugliesi

and

Veneto Region – Area Programmazione Sviluppo Strategico – Direzione (Partner 1)
Turismo – Cannaregio 168, 30121 Venice – Italy, represented by Mr. Claudio De Donatis

Puglia Region – Dipartimento Turismo, l'Economia della Cultura e (Partner 2)
Valorizzazione del Territorio, Via Gobetti 26, 70125 Bari - Italy
represented by Mr. Aldo Patruno





Region of Istria, Department for International Cooperation and (Partner 3)
European Affairs, Drscsevka 3, 52000 Pazin - Croatia represented by Mr.
Valter Flego

University of Split - Faculty of Economics, Business and Tourism, Cvite (Partner 4)
Fiskovica, 21000 Split – Croatia, represented by Prof. Maja Frefotovic

Local Action Group “LAG5”, Setaliste Kralja Petra Kresimira IV 98, 20250 (Partner 5)
Orebic - Croatia represented by Marija Roglic

for the implementation of the Interreg V-A Italy-Croatia CBC project “Knowledge platform, skills and creative synergies for blue tourism ecosystem development”, acronym BLUTOURSYSTEM, project ID 10078883, approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg V-A Italy - Croatia CBC Programme 2014-2020 (hereinafter referred to as the Programme) on the 26th-27th of October 2017 in Split, and by MA Decree n. 11. of the 16th of February 2018 which states the fulfillment of the conditions set by the MC.

Art. 1

Definitions

1. For the purposes of this Partnership Agreement (hereinafter referred to as “the Agreement”) the following definitions apply:
 - a. Project Partner (hereinafter referred to as “PP”): any institution financially participating in the project and contributing to its implementation, as identified in the approved Application Form (hereinafter referred to as AF). It corresponds to the term “beneficiary” used in the European Structural and Investment Funds Regulations (hereinafter referred to as ESIF).





- b. Lead Partner (hereinafter referred to as "LP"): the Project Partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 13 (2) of Regulation (EU) No 1299/2013. It corresponds to the term "lead beneficiary" used in the ESIF Regulations.

Art. 2

Language

1. The working language of this Agreement shall be English. Any official internal document of the project and all communication between the LP and the PPs shall in principle be made available in English, being the official language of the Programme.
2. The present Agreement is concluded in English. In case of translation of the present Agreement into another language, the English version shall be the binding one.

Art. 3

Subject of the Agreement

1. This Agreement lays down the arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the project "Knowledge platform, skills and creative synergies for blue tourism ecosystem development", acronym BLUTOURSYSTEM, project ID 10078883, as in the latest version of the approved AF as well as in compliance with the conditions for support set out in the ESIF Regulations, delegated and implementing acts, the Italy Croatia CBC Programme rules based thereon and the SC signed between the MA and the LP. In case of changes in the SC that affect this Agreement, this document shall be adjusted accordingly.
2. The LP and all PPs commit themselves in jointly implementing the project with the aim to reach the objectives, to produce qualitative outputs and to achieve the results set in the AF.





3. All PPs entitle the LP to represent themselves in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the SC signed with the MA.
4. The present Agreement serves also explicitly as written power of attorney of the PP to LP and authorises the latter to perform the specific duties and responsibilities as set out below.

Art. 4

Terms of funding

1. The present document, drawn up in the form of a legally binding private agreement, establishes the funding conditions for all the final beneficiaries, partners of the Project "Knowledge platform, skills and creative synergies for blue tourism ecosystem development", acronym BLUTOURSYSTEM, project ID 10078883.
2. In accordance with Art. 132 of CPR, it does provide the obligations by the Italian LP to assign and transfer to the PPs the ERDF funding as well as the FDR when the PPs are Italian and have the status of public bodies or of bodies governed by public law. In case of Croatian LP the FDR is transferred directly by the MA to the concerned Italian PPs, according to the provisions of Factsheet n. 6 "Project Implementation".
3. The grant, as specified below, is awarded exclusively for the implementation of the project activities as described in the latest version of the AF in accordance with the conditions set out by the MC.
4. The final ERDF contribution awarded by the Programme consists of the 85% of the total eligible costs reported and certified by each PP.

Project partner name and number	Maximum ERDF amount of funding awarded	Approved Partners' co-financing	Approved total project budget
PP1 Veneto Region – Area Programmazione Sviluppo Strategico –	140.037,50 EUR	24.712,50 EUR	164.750,00 EUR





Direzione Turismo			
PP2 Puglia Region – Dipartimento Turismo, l'Economia della Cultura e Valorizzazione del Territorio	139.910,00 EUR	24.690,00 EUR	164.600,00 EUR
PP3 Region of Istria, Department for International Cooperation and European Affairs	139.867,50 EUR	24.682,50 EUR	164.550,00 EUR
PP4 University of Split - Faculty of Economics, Business and Tourism	97.580,00 EUR	17.220,00 EUR	114.800,00 EUR
PP5 Local Action Group "LAG5"	88.315,00 EUR	15.585,00 EUR	103.900,00 EUR

5. The LP will be responsible for transferring the due contribution to the PPs as regulated by the present Agreement.
6. Disbursement of the subsidy is subject to the condition that the European Commission and the Italian National Authority make the funds available to the extent described above and that all applicable EU and national rules are observed by the partnership. In case of non-availability of funds the MA cannot be deemed responsible for late or missing payments.
7. All the provisions of the Article 4 of the SC shall apply by analogy.



Art. 5

Advance payment and financial guarantee

1. In compliance with the articles 81 par. 2 and 132 of the CPR and subject to the availability of funds by the Programme, an advanced payment from the ERDF for an amount up to 10 per cent of the overall ERDF contribution can be requested to the MA from the LP on behalf of all the interested PPs. Requests for advance payments can be sent to the MA by the LP only after the MA receives the SC accompanied by the present Agreement duly signed.
2. In order to limit the financial risks linked to unrecovered amounts, the LP shall require to its private PPs to provide an adequate financial guarantee to cover their respective share of the advance payment, as regulated in the appropriate sections of Factsheet n. 6. The financial guarantees shall be collected from each private PP by the LP and sent to the MA. No financial guarantee shall be required to any public or governed by public law PPs.
3. The advance payment will be deducted during the implementation period of the Contract as regulated in the appropriate sections of Factsheet n. 6 "Project Implementation" and indicated in the table at Art. 12.

Art. 6

Duration of the project

1. According to the AF, the Project has a duration of 18 months and the project activities have to be carried out and finalized within the project implementation period consisting of the following schedule:
 - start date: 01.01.2018
 - end date: 30.06.2019

therefore, the project expenditure has to be incurred within this period.



2. The preparatory phase for the elaboration of the project proposal and the time needed for project administrative and financial closure shall be separately considered.
3. Administrative duties of the LP and PPs related to the closure of the project shall take place over a period of three months after the project end date.
4. The project activities should not be started before the submission of the application. The activities and costs incurred by the project are eligible starting from the date indicated as above. On this basis, partners may decide at their own risk to start the implementation of the project even before the MC decision for funding.
5. The extension of the project duration is not admitted except for duly justified and extraordinary cases, following the procedure as laid out in Factsheet n. 6 "Project Implementation".

Art. 7

Obligations of the Lead Partner

1. The LP represents the partnership and acts as the only direct contact between the project and the MA/JS. The LP shall assume the sole responsibility towards the MA for the implementation, management and coordination of the entire project and fulfil all obligations arising from the SC signed between the MA and the LP. So far as not specified in the SC, the Factsheet n. 6 provisions applies.
2. In particular the LP shall:
 - a) Guarantee that the project implementation complies with the legal framework according to Art. 1 of the SC and with all the relevant legal and other requirements under the law which applies to the LP and to its PPs and their activities and that all necessary documentation (e.g. building permissions, environmental impact assessment statements) have been obtained;
 - b) Provide the PPs with all information and documents needed for a sound and legally correct project implementation including requirements related to communication and publicity;





- c) Provide data for the Programme electronic management and monitoring system in compliance with the SC and according to the MA and JS instructions
- d) Lay down the present Agreement to be signed by all PPs and sent it to the MA as attachment to the first progress report or together with the advanced payment request, if applicable;
- e) Ensure that its expenditure and that of the PPs has been paid for the purpose of implementing the project activities as defined in the approved AF;
- f) Ensure that the expenditure incurred by all PPs has been verified by the controllers according to the specificities of the national First Level Control;
- g) Meet the reporting requirements and collect documents and information from the PPs in order to submit the progress reports and the AFR;
- h) Maintain a separate accounting system for the project implementation purpose, ensuring the identification of each financial operation within the project;
- i) Transfer the due amounts to the PPs correctly and within 60 days after receiving the reimbursement from the MA on behalf of the entire partnership, except in the case the reimbursement is received between 15 November/ 28 February, when payments cannot be ensured in 60 days, due to the LPs annual budget closure procedures;
- j) Inform the MA immediately if project costs are reduced in a way that has an impact on the approved AF, or one of the disbursement conditions ceases to be fulfilled, or any circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
- k) Guarantee the reimbursement to the MA of amounts unduly paid upon receiving a recovery order following the detection of an irregularity on behalf of the affected PPs (the LP is entitled to ask repayment from its PPs as stipulated in Article 27 (2) of Regulation (EU) No 1299/2013);
- l) Ensure to take all the necessary measures in order to avoid that the SC is terminated by the MA and thus to avoid that the partnership is asked to repay the subsidy according to Art. 22 of the SC.





- m) Ensure that all project documentation is kept available for a period of four years following the project closure or otherwise required by the specific legislation (e.g. State Aid). The time period referred to shall be interrupted either in the case of legal proceedings or by a duly justified request from the European Commission;
- n) Undertake together with all PPs, in accordance with Articles 56 and 57 of Regulation (EU) 1303/2013, to provide JS/MA, experts or bodies authorized by the Interreg V A Italy-Croatia Programme carrying out project evaluations and/or studies with any document or information requested. Information might be provided by the LP and PPs also through surveys and/or interviews.

Art. 8

Obligations of the Project Partners

1. Each PP shall comply with the relevant European Union's and national legislation as set out in Art. 1 of the SC.
2. The PPs shall guarantee that the project activities under their responsibility will be implemented according to the rules and procedures as set in the Factsheet n. 6. In particular the PPs shall ensure:
 - a) the project activities will be developed in compliance with rules concerning equal opportunities, environmental protection, financial management, public procurement and State aid;
 - b) the monitoring of the project operational and financial progress, the recording and storing of documents, the implementation of information and publicity measures;
 - c) that in case part of the project activities will be state aid relevant under the de minimis regime all necessary requirements provided for in Regulation (EU) n. 1407/2013 as well as all applicable decision and ruling in the field of State aid as reported in the Art. 1 of the SC, are respected by the PP concerned and also, when necessary, by those bodies benefitting of project activities/outputs;





- d) that Programme requirements on eligibility of expenditure, as provided for in the Factsheet n. 6 are strictly respected in line with Art. 8 of the SC;
 - e) that at least basic information about the project (aims, partners, amount of funding and its source, description of activities) is available during project implementation phase and once the project is concluded, according to the provisions of the Factsheet n. 8 "Project Communication", and that the JS/MA are entitled to use and publish this data in whatever form, including internet;
 - f) that the JS/MA shall be authorized also to use and share PPs personal data which are contained in the approved AF with the competent Programme National and/or European bodies in charge for project evaluation, monitoring and audit activities (including anti-fraud policy);
 - g) to set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail. The PP commits itself to promptly inform the LP on any change of location;
 - h) to give access to the relevant authorities (MA/JS, Audit Authority, Commission Services and national and EU controlling institutions) to its business premises for the necessary controls and audits, as further ruled in Art. 11 of this Agreement;
 - i) that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained.
3. Each PP shall ensure that its part of activities to be implemented in the approved project is not fully or partly financed by other EU Programmes and that the following project and financial management conditions are fulfilled:
- a) to timely start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the approved AF ensuring, in quantitative and qualitative terms, the delivery of its planned project activities, outputs and results;
 - b) that in case one or more output and result targets, as set in the latest approved version of the AF are not successfully reached, adequate corrective measures are put in place to ensure the



- project performance as well as to minimise the impact at programme level (e.g. adaptation of the project to the changed situation) following the procedures specified in the Factsheet n. 6;
- c) to appoint a project coordinator with the authority to represent the partner in the project, in particular within the Steering Committee that is the decision-making body of the project so that to ensure a sound project management;
 - d) to immediately notify the LP of any event that could lead to a temporary or permanent discontinuation or any other deviation of the part(s) of the approved project for which the PP is responsible;
 - e) to provide LP with complete and accurate information needed to draw up and submit progress and final reports and, where possible, the main outputs and deliverables obtained in line with the approved AF.;
 - f) that expenditure reported to the LP has been incurred for the purpose of implementing the project activities as set out in the latest approved version of the AF;
 - g) to immediately inform the LP if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
 - h) to install a separate accounting system for the settlement of the project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.
4. In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point 24 (in conjunction with point 20) of the "Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty" (Communication from the Commission No. 2014/C 249/01 of 31.07.2014), the concerned PP is to immediately inform the LP that shall in turn immediately inform the MA/JS.



Art. 9

Non-fulfilment of obligations

1. Each PP is directly and exclusively responsible towards the LP and the other PPs for the due implementation of its part(s) to the project as described in the approved AF as well as for the proper fulfilment of its obligations as set out in this Agreement. Should a PP not fulfil its obligations under this Agreement in due time, the LP shall admonish the PP to fulfil such obligations within reasonable deadlines set by the LP. The LP shall make any effort in resolving the difficulties, including seeking the assistance of the MA/JS. Should the non-fulfilment continue, the LP may decide to exclude the PP concerned from the project prior approval of the other PPs. The MA and JS shall be immediately informed of such an intended decision.
2. The excluded PP is obliged to refund to the LP any Programme funds received for which it cannot prove that, on the day of exclusion, ERDF received for the project was used for activities carried out, and deliverables/outputs obtained, for the benefit of the project and that such activities and deliverables/outputs can be used for the further implementation of the project. The excluded PP is liable to compensate any damage to the LP and the remaining PPs due to its exclusion.
3. The LP and all PPs herewith oblige themselves to compensate each other for those damages that may result from intentional or gross negligence, non-performance or mal-performance of any of their obligations under the present Agreement.
4. In case of non-fulfilment of PP obligations having financial consequences for the funding of the project as a whole, the LP may demand compensation from the responsible PP to cover the sum involved.

Art. 10

Liability





1. According to Art. 9 of the SC, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
2. Within the partnership, each party to this Agreement shall be liable to the other parties and shall indemnify and hold harmless such other party for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this Agreement or of other legal norms. Eventual repayment of undue funds by the PPs to the LP, for which the LP is liable towards the MA is ruled in Art. 13 of the present Agreement.
3. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out as stipulated in Art. 9 of the SC. The LP is entitled to subrogate against the PP that caused the damage. The PP causing damage shall be liable to the LP therefore.
4. The parties to this Agreement accept that the MA cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can be accepted by the MA for compensation or increases in payment in connection with such damage or injury.
5. No party shall be held liable for not complying with obligations ensuing from this Agreement in case of force majeure as described in Art. 21 of this Agreement.

Art. 11

Financial controls, audits

1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating EU Member States or other national public auditing bodies as well as the Programme AA, the MA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due





time about any audit to be carried out on their expenditure. The procedures for these controls are described in the Factsheet n. 6.

2. The LP and all the PPs will keep all documents and data required for controls and audits safely and orderly, will produce all documents required for the above controls and audit, provide necessary information and give access to their premises, to their accounting books, to supporting documents and to all other documentation related to the project, in order to ensure that any audit, notified by a duly authorised institution can be carried out.
3. Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in the par. 1 of this Article. If, as a result of the controls and audits, any expenditure is considered non eligible according to the regulatory framework as in Art. 1 of the SC, the procedure described in Art. 8 and 9 of this Agreement shall apply.

Art. 12

Reporting and Application for Reimbursement

1. Each PP may request payments of the contribution from the ERDF as well as the FDR if due accordingly to Art. 4 of the present Agreement (only to the Italian PPs that have the status of public bodies or bodies governed by public law) by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved AF, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness). The following spending targets, reporting periods and deadlines shall be respected according to the AF and to the Art 12 of the SC:

Reporting period	Timeframe	Deadline for submission of the Progress Reports/Final Report	Spending forecast (eligible ERDF costs to be reported in the given reporting period)	Deduction of the advanced payment (ERDF)
1	01/2018 – 06/2018	30.09.2018	227.162,50 €	[.....]



2	07/2018 – 12/2018	31.03.2019	357.425 ,00 €	[.....]
3	01/2019 – 06/2019	30.09.2019	296.905,00 €	[.....]
4	[.....]	[.....]	[.....]	[.....]

2. With the exception of the advance payment, the PP has to present to the LP the six-monthly progress reports within 6 weeks from the end of each reporting period, so as to allow the LP to respect the timing as set out at Article 12 (2) of the SC. The progress reports will consist of an activity report and a financial report. The financial part of the report shall comprise the amount indicated in all FLC certificates related to the project expenditure that has been paid within the relevant reporting period.
3. Each progress report submitted by the LP via the SIU to the MA, must be accompanied by certificates confirming the eligibility of expenditure included in the report by the LP and the PPs. Certificates of Validated Expenditure (CoVE) must be issued by national controllers as referred to in Article 23 (4) of Regulation 1299/2013 according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in Art.1 of the SC. Certificates of Validated Expenditure shall be accompanied by the compulsory elements presented in the Factsheet n. 6 (i.e., the control report and checklist). The LP will pre-check the FLC checks received from the PPs, with regard to plausibility and correct issuing.
4. In order to meet the deadlines mentioned in par. 1 of this Article, each PP commits itself to deliver to the LP the necessary information and documents 15 working days before those deadline for submitting the concerned progress report.



5. Requests for postponement of the reporting deadline may submit to the LP by the PPs only in exceptional and duly justified cases. They shall be asked by the PPs to the LP at the latest 5 working days prior to the due deadline, in order to let the LP able to collect all the received requests in time to comply with its obligations as foreseen in Art. 12 of the SC.
6. In line with Art. 9 and 12 of the SC, the LP shall confirm that the expenditure reported by each PP has been incurred by the PP for the purpose of implementing the project, that it corresponds to the activities laid down in the approved AF and that it has been verified by its national controller.
7. If the LP casts doubts on the project relevance of any expenditure items claimed by a PP, shall clarify the issue with the concerned PP with the aim of finding an agreement on the expenditure to be claimed and the corresponding activities to be reported as project-relevant. In the case that such agreement cannot be found, the procedure as stated in the Factsheet n. 6 will be followed.
8. Payments not requested in time and for their full amount or non in compliance with the payment schedule as indicated in the table at par. 1 or this Article, may not be reimbursed. In case of de-commitment of funds Art. 13 of this Agreement applies in compliance with Art. 16 of the SC.
9. In order to proceed with the analysis of progress and final reports, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS are to be collected and sent by the LP within the demanded time frame.
10. Following the approval of the progress report by the MA/JS and the ERDF funds have been transferred to the LP account, the LP shall forward the respective ERDF share to each PP without any delay (see art. 7 par. 2 lett. i) and in full to their bank accounts. Bank accounts shall



be whenever possible specific for the project and shall provide for registration in Euro (EUR; €) of total expenses (expenditure) and of the return (income) related to the project. Changes of the account number shall be duly notified to the LP.

11. The LP shall provide all PPs with copies of any report and documentation submitted to the MA/JS and keep the PPs informed about all relevant communication with MA or JS. The MA will pay directly the FDR contribution, where due, to the Italian LPs or PPs, according to Art. 4 of the present Agreement.
12. Details on the contents of the reports on the verification of expenditure, on the reimbursement of funds and on the related procedural rules are laid out in the Factsheet n. 6, the contents of which each PP accepts.

Art. 13

Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. The MA shall in accordance with the provisions of the Article 13 of the SC and the Factsheet n. 6, demand the repayment of subsidy already transferred to the LP and every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 27(2) of Regulation (EU) No 1299/2013. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively and when possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests.
2. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. Further provisions of the SC shall apply by analogy.
3. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne





entirely by the concerned PPs. The amount repayable shall be subject to interest.

4. If de-commitment of funds apply in compliance with Art. 12 par. 8) of this Agreement, Article 16 of the SC and provisions of the Factsheet n. 6, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the de-commitment of funds unless a different decision is taken by the MC.

Art. 14

Publicity, communication and branding

1. The LP and the PPs shall ensure adequate promotion of the project both towards potential beneficiaries of the project results and towards the general public.
2. Each PP shall ensure that any notice or publication made by the project, including presentations at conferences or seminars, shall point out that the project was implemented through financial assistance of the Italy Croatia CBC Programme. All information, communication and branding measures of the project shall be carried out in accordance with the EU rules and regulations, the latest version of the approved AF and the Factsheet n. 8 "Project Communication".
3. All PPs also takes the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the PPs or third parties on behalf of the PPs. The PPs are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The PPs will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information material.
4. The LP and each PP authorise the MA and the other Programme authorities to use the outputs of the project in order to guarantee a wide spreading of the project deliverables and outputs and to make them available to the public, and to publish, in any and by any means, the following information:



- a. the name of the LP and its PP(s);
- b. the purpose of the subsidy;
- c. the total Project budget (ERDF contribution + National co-financing + other public and private funding + PPs own resources);
- d. the geographical location of the project;
- e. summary description of activities carried out included in the Progress Reports and the Final Report.

The PPs are obliged to inform the LP on possible sensitive/confidential (e.g. business or personnel related) issues that cannot be published in the Programme newsletters and website.

5. Any communication campaign, media appearance or other publicity of the project shall be communicated to the MA/JS for potential website updates or showcases.

Art.15

Project changes

1. Minor changes in budget allocations per budget lines, work packages and partners are allowed as long as the maximum amount of the ERDF contribution funding awarded is not exceeded, if they follow the conditions and procedures as set out in the Factsheet n. 6.
2. With regard specifically to budget changes exceeding the flexibility provisions of par. 1, as well as changes in activities/deliverables/outputs, duration and project partnership changes that are resulting in major changes in the project, they shall be allowed with prior approval from the LP and MC if they comply with the rules stated in the Factsheet n. 6. To this purpose, each PP shall timely inform the LP on any request of project changes in respect to its original commitment. In case of changes in the partnership, this Agreement shall be amended accordingly and signed by the LP and the PPs, including the new PP if applicable.
3. Amendments and supplements to this Agreement as a consequence of the project changes



shall be managed accordingly to the provisions of the Art. 15 of the SC that shall apply by analogy.

Art. 16

Revenues

1. Earnings generated during the project implementation through the sales of products and merchandise, participation fees or any other provisions of services against payment must be deducted from the amount of costs incurred by the project in line with Art 61 of Regulation (EU) N. 1303/2013 and stipulations in the Factsheet n. 6.
2. The LP and each PP are responsible for keeping account and documenting all revenues generated, following project activities, for control purposes.

Art. 17

Ownership – Use of outputs

1. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law, belong to the LP and/or its PPs.
2. Where several members of the partnership (LP and/or PPs) have jointly carried out work generating outputs and where their respective share of the work cannot be ascertained, they shall have joint ownership on it/them.
3. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 71 of Regulation (EU) No 1303/2013. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The





MA will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.

4. Each PP shall respect all applicable rules and the basic principles related to competition law as well as the principles of equal treatment and transparency within the meaning of the funding regulations and it ensures that no undue advantage (i.e. the granting of any advantage that would undermine the basic principles and political objectives of the funding regime) is given to anybody. Outputs and results, especially studies and analyses, produced during project implementation are made available to the general public free of charge and can be used by all interested persons and organizations in the same way and under the same conditions as by the LP or its PPs.
5. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme. In case there are pre-existing intellectual and industrial property rights which are made available to the project, these are fully respected.
6. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules on revenues and State aid.

Art. 18

Archiving of project documents

1. The LP/PPs are at all times obliged to retain for audit purposes all official files, documents and data about the project on customary data storage media (in the form of photocopies, microfiches and electronic versions) in a safe and orderly manner for four years after the closure of the project.
2. The LP/PPs are obliged to store the invoices and to keep them clearly traceable in the bookkeeping for the FLC and audit purposes and maintain records of invoices and bodies holding documentation in the audit trail in accordance with Article 140 of CPR Regulation.





3. Where projects are operating under the State Aid scheme, LP/PPs must maintain detailed records with the information and supporting documentation necessary to establish that all the conditions laid down in the Regulation are fulfilled: in this case the documents shall be retained for ten years after the last aid is granted under the scheme.

Art. 19

Assignment, legal succession

1. LP and PPs in exceptional cases and in well-founded circumstances are allowed to assign their duties and rights under this Agreement only after prior written consent of the MA/JS or MC, if applicable in compliance with the procedure specified in the Factsheet n. 6.
2. Where according to national laws the legal personality does not change and where all assets of a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the programme bodies is not necessary. However, the concerned PP shall submit in due time to the MA/JS via the LP related information together with all documents that are necessary to analyse the legal case. If the MA/JS comes to the conclusion the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a partner change procedure as stated in Art. 15 (2) of this Agreement has to be initiated.
3. In case of assignment or any form of legal succession of any PP, the PP concerned is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS have to be forwarded by the LP, and the present document shall be amended accordingly in compliance with the Article 15 (4) of this Agreement.

Art. 20



Disputes between partners and complaints

1. Any complaints against acts, omission and/or decision of the MA/JS and/or MC decisions during the project implementation phase shall be formally submitted by the LP on behalf of the partnership to the MA for the examination; the complaint shall be submitted via certified e-mail or e-mail accompanied by a cover letter.
2. The LP, as well as the interested partner, can file a formal complaint against act, omissions and/or decisions of control and audit bodies (controllers, auditors, etc.) related to the national control system following the procedures set in place at national and EU level. In case of dispute between the LP and its PPs or among PPs, presumption of good faith from all parties will be privileged.
3. Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find a solution on an amicable way. In case of matters that are not ruled by this Agreement, the parties agree to find a mutual consent and a joint solution.
4. Disputes will be referred to the Steering Committee in order to reach a settlement. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask advices to the MA/JS.
5. Should a compromise through mediation not be possible, at any time the parties may submit the dispute to the courts and herewith agree that the Court of Venice shall be the venue for all legal disputes arising from this Agreement.
6. Further details about the complaint procedures must be checked in Factsheet n. 6 "Project Implementation".

Art. 21





Force majeure

1. As regard the meaning of the term "force majeure" the present Agreement refers to the Art. 23 of the SC.
2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this Agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. Neither the LP nor the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

Art. 22

Concluding provisions

1. All laws, regulations and Programme official documents mentioned in this Agreement are applicable in their currently valid version. The LP and all PPs ensure that in case of modification of provisions as listed in Art. 1 "Legal framework" of the SC, updated rights and obligations derived thereof shall apply.
2. If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision. This procedure is conducted in written form by the parties concerned. In case of differences that are not ruled by this Agreement the parties concerned will agree on aiming to find a mutual consent on the issue.



3. Amendments and supplements to this Agreement must be in written form and have to be indicated as such. Consequently, any changes of this Agreement shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the Agreement.
4. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this Agreement shall be borne by the LP and PPs.
5. This Agreement is governed by and construed in accordance with the legal framework of the SC and, where applicable, to the Italian Civil Code.
6. To the effect of this Agreement, the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the AF where any official notifications can be lawfully served. Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.

Art. 23

Entry into force

1. The present Agreement shall enter into force as from the date of the last signature. It shall remain in force until the LP has discharged in full its obligations towards the MA as provided for in Art. 26 of the SC signed between the MA and the LP.
2. The present Agreement must be signed by the LP and all PPs and evidence of the occurred signature has to be provided following the procedures described in the Factsheet n. 6 and in the SC.
3. The MA reserves the right to check the present Agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as provided for the SC and as set by the template of Partnership Agreement made available by the Programme.



4. This Agreement is made in No. 7 copies; no original copies has to be delivered to the MA.

Art. 24

Binding documents

The SC including any revision(s) is binding and it is the reference document of the present Agreement:

- I. The SC as signed between the MA and the LP on 29.03.2018.

The provisions included in the operational documents of the Programme related to the concerned Call for proposal officially adopted by the MC do constitute binding rules to be respected.

Drawn up at 08.05.2018





Lead Partner

Name and function: Prof. Michele Bugliesi, Rector Ca' Foscari University of Venice

Signature and Stamp



Place, date: Venice, 14/06/2018

Partner 1

Name and function: Mr. Claudio De Donatis,

Director Area Programmazione Sviluppo Strategico- Direzione Turismo – Veneto Region

Signature and Stamp

IL DIRETTORE
Dot. Claudio De Donatis



Place, date: Venice, 21 MAG. 2018

European Regional Development Fund





Lead Partner

Name and function: Prof. Michele Bugliesi, Rector Ca' Foscari University of Venice

Signature and Stamp

Place, date: Venice, 14/06/2018

Partner 2

Name and function: Aldo Patruno, Head of Dipartimento Turismo, l'Economia della Cultura e Valorizzazione del Territorio – Puglia Region

Signature and Stamp

Place, date: Bari, 17/05/2018






Lead Partner

Name and function: Prof. Michele Bugliesi, Rector Ca' Foscari University of Venice

Signature and Stamp

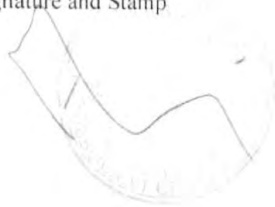


Place, date: Venice, 14/06/2018

Partner 3

Name and function: Valter Flego, President of Istria Region

Signature and Stamp



Place, date: Pazin, 22/05/2018





Lead Partner

Name and function: Prof. Michele Bugliesi, Rector Ca' Foscari University of Venice

Signature and Stamp



Place, date: Venice, 14/06/2018

Partner 4

Name and function: Maja Fredotovic, Professor – Dean of the University of Split, Faculty of Economics, Business and Tourism

Signature and Stamp



Place, date: Split, 24.05.2018.

European Regional Development Fund





Lead Partner

Name and function: Prof. Michele Bugliesi, Rector Ca' Foscari University of Venice

Signature and Stamp

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[Circular stamp: UNIVERSITA' CA' FOSCARI VENEZIA]

Place, date: Venice, 14/06/2018

Partner 5

Marija Roglic, Director LAG5

Signature and Stamp

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LAG 5
DUBROVAČKO PRIMORJE -
PELJEŠAC - MLJET -
KORČULA - LASTOVO
OREB C

Place, date: Orebic, 16/05/2018

ALLEGATO COMPOSTO DA N. 36 FACCE

REGIONE PUGLIA
DIPARTIMENTO TURISMO, ECONOMIA DELLA CULTURA
E VALORIZZAZIONE DEL TERRITORIO
IL DIRETTORE
ALDO PATRUNO

[Handwritten signature]
[Circular stamp: Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio REGIONE PUGLIA]

Allegato n. 8/1
al D.Les. 118/2011

Allegato E/1

Allegato delibera di variazione del bilancio riportante i dati d'interesse del Tesoriere

data: / / n. protocollo

RI: Proposta di delibera del RUCS/DUE/2018/000117

SPESE

MISSIONE, PROGRAMMA, TITOLO	DENOMINAZIONE	PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. ESERCIZIO 2018	VARIAZIONI		PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2018
			In aumento	In diminuzione	
MISSIONE	19 Cooperazione territoriale				
	Amministrazione, gestione e funzionamento delle attività connesse alla realizzazione dei progetti regionali di cooperazione transfrontaliera (inclusi quelli di cui all'obiettivo 3) finanziati con le risorse comunitarie				
Programma	2				
Titolo	1 Spese Correnti				
	residui presunti		32.920,00		32.920,00
	previsione di competenza		32.920,00		32.920,00
	previsione di cassa				
Totale Programma	2		32.920,00		32.920,00
	Amministrazione, gestione e funzionamento delle attività connesse alla realizzazione dei progetti regionali di cooperazione transfrontaliera (inclusi quelli di cui all'obiettivo 3) finanziati con le risorse comunitarie				
	residui presunti		32.920,00		32.920,00
	previsione di competenza		32.920,00		32.920,00
	previsione di cassa				
TOTALE MISSIONE	19 Cooperazione territoriale		32.920,00		32.920,00
TOTALE VARIAZIONI IN USCITA			32.920,00		32.920,00
TOTALE GENERALE DELLE USCITE			32.920,00		32.920,00

ENTRATE

TITOLO, TIPOLOGIA	DENOMINAZIONE	PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. ESERCIZIO 2018	VARIAZIONI		PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2018
			In aumento	In diminuzione	
TITOLO	II TRASFERIMENTI CORRENTI				
Tipologia	105 Trasferimenti correnti dall'Unione Europea e dal Resto del Mondo				
	residui presunti	0,00			0,00
	previsione di competenza	0,00	27.982,00		27.982,00
	previsione di cassa				
Tipologia	101 Trasferimenti correnti da Amministrazioni Centrali				
	residui presunti	0,00			0,00
	previsione di competenza	0,00	4.938,00		4.938,00
	previsione di cassa				
TOTALE TITOLO	II TRASFERIMENTI CORRENTI	0,00	32.920,00		32.920,00
TOTALE VARIAZIONI IN ENTRATA		0,00	32.920,00		32.920,00
TOTALE GENERALE DELLE ENTRATE		0,00	32.920,00		32.920,00



TIMBRO E FIRMA DELL'ENTE
Responsabile del Servizio Finanziario / Dirigente responsabile della spesa

Allegato n. 8/1
al D.L.n. 118/2011

Allegato E/1

Allegato delibera di variazione del bilancio riportante i dati d'interesse del Tesoriere

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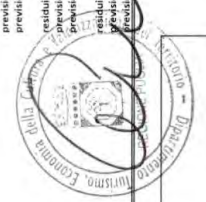
811 - Proposta di delibera del ACS/DEL/2018/09017

SPESA

MISSIONE, PROGRAMMA, TITOLO	DENOMINAZIONE	PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. ESERCIZIO 2018	VARIAZIONI		PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2018
			in aumento	in diminuzione	
MISSIONE	19 <i>Cooperazione territoriale</i>				
	Amministrazione, gestione e funzionamento delle attività commesse alla realizzazione dei progetti regionali di cooperazione transfrontaliera (inclusi quelli di cui all'obiettivo 3) finanziati con le risorse comunitarie.				
Programma	2				
TITOLO	1 <i>Spese Correnti</i>				
	residui presunti		32.920,00		
	previsione di competenza		32.920,00		
	previsione di cassa				
Totale Programma	2		32.920,00		
	Amministrazione, gestione e funzionamento delle attività commesse alla realizzazione dei progetti regionali di cooperazione transfrontaliera (inclusi quelli di cui all'obiettivo 3) finanziati con le risorse comunitarie.				
	residui presunti		32.920,00		
	previsione di competenza		32.920,00		
	previsione di cassa				
TOTALE MISSIONE	19		32.920,00		
TOTALE VARIAZIONI IN USCITA			32.920,00		
TOTALE GENERALE DELLE USCITE			32.920,00		

ENTRATE

TITOLO, TIPOLOGIA	DENOMINAZIONE	PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. ESERCIZIO 2018	VARIAZIONI		PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2018
			in aumento	in diminuzione	
TITOLO	II <i>TRASFERIMENTI CORRENTI</i>				
Tipologia	105 <i>Trasferimenti correnti dall'Unione Europea e dal Resto del Mondo</i>				
	residui presunti	0,00			0,00
	previsione di competenza	0,00	27.982,00		0,00
	previsione di cassa	0,00			0,00
Tipologia	101 <i>Trasferimenti correnti da Amministrazioni Centrali</i>				
	residui presunti	0,00			0,00
	previsione di competenza	0,00	4.938,00		0,00
	previsione di cassa	0,00			0,00
TOTALE TITOLO	II		32.920,00		
	residui presunti	0,00			0,00
	previsione di competenza	0,00	32.920,00		0,00
	previsione di cassa	0,00			0,00
TOTALE VARIAZIONI IN ENTRATA			32.920,00		
TOTALE GENERALE DELLE ENTRATE			32.920,00		



TIMBRO E FIRMA DELL'ENTE
Responsabile del Servizio Finanziario / Dirigente responsabile della spesa