

DELIBERAZIONE DELLA GIUNTA REGIONALE 29 marzo 2019, n. 600

Programma di Cooperazione Europea INTERREG V-A Italia-Croazia 2014/2020. Approvazione progetto "TOURISM4ALL". Presa d'atto. Variazione di bilancio di previsione 2019 e pluriennale 2019-2021 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 Presidente:

- In coerenza con la nuova politica europea di coesione e gli obiettivi fissati nella strategia Europa 2020, 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 IPA 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" relativa 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 TOURISM4ALL con capofila Regione Molise;
- Il Comitato di Sorveglianza del Programma INTERREG V-A ITALIA-CROAZIA 2014/2020, a conclusione di tutte le fasi di valutazione, con decreto n. 85 del 24/07/2018, ha approvato la graduatoria dei progetti finanziati nell'ambito del primo bando per progetti "Standard" nella quale il progetto TOURISM4ALL è risultato tra le proposte progettuali ammesse a finanziamento;
- il progetto TOURISM4ALL, CUP progetto: D49F18000440005, è ammesso a finanziamento per un importo complessivo di € 2.596.808,50, di cui € 200.050,00 di competenza della Regione Puglia - Dipartimento Turismo, Economia della Cultura e Territorio;
- in data 22/01/2019 è stato firmato il Subsidy Contract tra l'Autorità di Gestione - Regione del Veneto - e il Lead Partner - Regione Molise;
- la partnership del progetto TOURISM4ALL è composta da: Regione del Veneto, Regione Molise, Istituto pubblico di coordinamento e sviluppo di SPLIT-DALMATIA COUNTY RERA S.D., Città di Zadar (Croazia), ŠIBENIK TOURIST BOAR (Croazia), Azienda Speciale Concentro della Camera di Commercio, Industria, Agricoltura e Artigianato di Pordenone, IRECOOP VENETO - Istituto Regionale per l'educazione e gli studi cooperativi, Croatian Camping Association, DELTA 2000 - Società Consortile A R.L., ODOS - Società Cooperativa Sociale, ASPIRA - University College of Management and Design (Croazia), Administrative Department for Urban Planning (Croazia), Local Action Group "BRAČ" (Croazia);
- TOURISM4ALL intende sviluppare e promuovere un'ampia rete transfrontaliera di destinazioni turistiche accessibili con patrimonio naturale e culturale al fine di ridurre la dipendenza dal turismo stagionale e promuovere l'inclusione sociale attraverso la condivisione di approcci e metodi e attraverso servizi di promozione turistica congiunta per le persone svantaggiate e per quelli con particolari esigenze di accessibilità (es. disabili, anziani).

CONSIDERATO CHE

- il progetto TOURISM4ALL è dotato di risorse finanziarie pari ad € 2.596.808,50 mentre la quota spettante al partner Regione Puglia è pari ad € 200.050,00. 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 € 170.042,50. 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 € 30.007,50 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 TOURISM4ALL 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 € 55.500,00. Tale somma è destinata per € 3.000,00 alla copertura delle spese delle missioni 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'uopo 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 AOO_004/0000851 del 15/02/2019 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 28.12.2018 n.67 "*Disposizioni per la formazione del bilancio di previsione 2019 e bilancio pluriennale 2019-2021 della Regione Puglia (Legge di stabilità 2019)*";
- Vista la L.R. del 28.12.2018 n.68 "*Bilancio di previsione della Regione Puglia per l'esercizio finanziario 2019 e bilancio pluriennale 2019-2021*";
- la DGR n.95 del 22.01.2019 di approvazione del Documento tecnico di accompagnamento al Bilancio di previsione per l'esercizio finanziario 2019 e pluriennale 2019-2021 previsti dall'art.39, co.10 del D. Lgs. 23 giugno 2011, n. 118 e ss.mm.ii.;
- Vista la nota prot. AOO_004/0000851 del 15/02/2019, 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 Call progetti "Standard" del progetto **TOURISM4ALL** del quale la Regione Puglia - Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio - è Partner di progetto (partner n. 10)
- Di prendere atto che le attività da porre in essere da parte della Regione Puglia, relative al progetto **TOURISM4ALL** prevedono un budget di **€ 200.050,00** e che lo stesso è finanziato al 100% (dal FESR per l'85% dell'importo finanziato pari ad € 170.042,50 e per il restante 15%, pari ad € 30.007,50 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 **TOURISM4ALL** è finanziato al 100% senza alcun onere a carico dell'Ente;
- 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 2019 e inerenti il progetto **TOURISM4ALL**, 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 2019, 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 2019-2021, al Documento Tecnico di Accompagnamento, al Bilancio Gestionale approvato con la D.G.R. n. 95 del 22.01.2019, relative all'esercizio finanziario 2019 in termini di competenza e cassa, con l'iscrizione della somma di **€ 200.050,00**, 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 2019 e pluriennale 2019-2021, Documento tecnico di accompagnamento e al Bilancio gestionale approvato con DGR n. 95 del 22/01/2019, 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 dall'Application Form e dal Subsidy Contract tra l'Autorità di Gestione - Regione del Veneto - e il Lead Partner - Regione Molise del 22/01/2019

| | |
|--------|---|
| C.R.A. | 63 - DIPARTIMENTO TURISMO, ECONOMIA DELLA CULTURA E VALORIZZAZIONE DEL TERRITORIO |
| | 01 - DIREZIONE DIPARTIMENTO TURISMO, ECONOMIA DELLA CULTURA E VALORIZZAZIONE DEL TERRITORIO |

VARIAZIONE IN AUMENTO

Parte Entrata - Ricorrente

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

| CRA | capitolo | Declaratoria | Titolo, Tipologia, Categoria | Codifica piano dei conti finanziario | Stanziamento di maggiori entrate | | |
|-------|-------------------|---|------------------------------|---|----------------------------------|-------------------------|-------------------------|
| | | | | | e.f. 2019 Competenza e Cassa | e.f. 2020 Competenza | e.f. 2021 Competenza |
| 63.01 | C.N.I. 2101003 | Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020- quota 85% del budget da Regione Molise per il progetto TOURISM4ALL | 2.101.2 | E.2.1.1.2.1 Trasferimenti correnti da Regioni e province autonome | € 25.867,63 | € 84.808,76 | € 59.366,13 |

Si attesta che l'importo di € 170.042,52 relativo alla copertura del presente provvedimento corrisponde ad obbligazione giuridicamente perfezionata, con debitori certi: Regione Molise, Via Genova, 11, 86100 Campobasso, P.IVA: 00169440708 - è esigibile secondo le regole dei "contributi a rendicontazione"

Titolo giuridico: Application Form-estratto- (All. "A" composto da n. 9 facciate) e Subsidy Contract tra l'Autorità di Gestione - Regione del Veneto – e il Lead Partner - Regione Molise del 22/01/2019 (All. "B" composto da 39 facciate)

| CRA | capitolo | Declaratoria | Titolo, Tipologia, Categoria | Codifica piano dei conti finanziario | Stanziamento di maggiori entrate | | |
|-------|-------------------|--|------------------------------|---|----------------------------------|-------------------------|-------------------------|
| | | | | | e.f. 2019 Competenza e Cassa | e.f. 2020 Competenza | e.f. 2021 Competenza |
| 63.01 | C.N.I. 2101004 | 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 TOURISM4ALL | 2.101.1 | E.2.1.1.1.1 Trasferimenti correnti da Ministeri | € 4.564,87 | € 14.966,24 | € 10.476,37 |

Si attesta che l'importo di € 30.007,48, 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 2019 Competenza e Cassa | Variazione bilancio di previsione anno 2020 Competenza | Variazione bilancio di previsione anno 2021 Competenza |
|-------|-------------------|---|-----------|-----------------------------|--|--|--|
| 63.01 | C.N.I. 1160580 | 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 TOURISM4ALL | 4 | U.19.2.1.3.2.2 | € 225,00 | € 150,00 | € 150,00 |
| 63.01 | C.N.I. 1160080 | 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 TOURISM4ALL | 3 | U.19.2.1.3.2.2 | € 1.275,00 | € 850,00 | € 850,00 |

| | | | | | | | |
|-------|-------------------|---|---|--------------------------|-------------------|--------------------|--------------------|
| 63.01 | C.N.I. 1160581 | Programma di Cooperazione interreg V-A Italia-Croazia 2014/2020 - Altri beni di consumo - quota FdR 15% per il progetto TOURISM4ALL | 4 | U.19.2.1.3.1.2 | € 389,81 | € 1.299,38 | € 909,56 |
| 63.01 | C.N.I. 1160081 | Programma di Cooprazione Interreg V-A Italia-Croazia 2014/2020-Altri beni di consumo - quota UE 85% per il progetto TOURISM4ALL | 3 | U.19.2.1.3.1.2 | € 2.208,94 | € 7.363,13 | € 5.154,19 |
| 63.01 | C.N.I. 1160582 | Programma di Cooperazione interreg V-A Italia-Croazia 2014/2020 - Spese per compensi di staff - quota FdR 15% per li progetto TOURISM4ALL | 4 | U.19.2.1.1.1.1 | € 829,91 | € 3.030,75 | € 2.087,54 |
| 63.01 | C.N.I. 1160082 | Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Spese per compensi di staff - quota UE 85% per Il progetto TOURISM4ALL | 3 | U.19.2.1.1.1.1 | € 4.702,86 | € 17.174,25 | € 11.829,36 |
| 63.01 | C.N.I. 1160583 | Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Contributi sociali effettivi a carico dell'ente per lo staff - quota FdR 15% perii progetto TOURISM4ALL | 4 | U.19.2.1.1.2.1 | € 198,29 | € 724,14 | €498,77 |
| 63.01 | C.N.I. 1160083 | Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Contributi sociali effettivi a carico dell'ente per lo Staff - quota UE 85% per il progetto TOURISM4ALL | 3 | U.19.2.1.1.2.1 | € 1.123,65 | € 4.103,44 | € 2.826,39 |
| 63.01 | C.N.I. 1160584 | Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020-Spese per IRAP staff-quota FdR 15% per il progetto TOURISM4ALL | 4 | U.19.2.1.2.1.1 | €70,55 | €257,61 | € 177,44 |
| 63.01 | C.N.I. 1160884 | Programma di Cooperazione Interreg V-A Italia-Croazia 2014/2020 - Spese per IRAP staff - quota UE 85% per il progetto TOURISM4ALL | 3 | U.19.2.1.2.1.1 | € 399,74 | € 1.459,81 | € 1.005,50 |
| 63.01 | C.N.I. 1160525 | Programma di Cooperazione interreg V-A Italia-Croazia 2014/2020 - Altri servizi diversi n.a.c.-quotaFdR 15% per il progetto TOURISM4ALL | 4 | U.19.2.13.2.99 | € 2.851,31 | € 9.504,36 | € 6.653,06 |
| 63.01 | C.N.I. 1160085 | Programma di Cooperazione interreg V-A Italia-Croazia 2014/2020 - Altri servizi diversi n.a.c.-quota UE 85% per il progetto TOURISM4ALI. | 3 | U.19.2.1.3.2.99 | € 16.157,44 | € 53.858,13 | € 37.700,69 |
| | | | | Totale Variazione | €30.432,50 | € 99.775,00 | € 69.842,50 |

Con determinazioni del Direttore del Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio si procederà ad effettuare i relativi accertamenti delle entrate e impegni di spesa a valere sull'esercizio finanziario 2019 (entro il 31/12/2019) e seguenti 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 2019, 2020 e 2021 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_004/0000851 del 15/02/2019 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 della regione Molise, 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 LR. n.7/97.

LA GIUNTA

Udita la relazione e la conseguente proposta del Presidente;
Viste le sottoscrizioni poste 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 **TOURISM4ALL** del quale la Regione Puglia - Dipartimento Turismo, Economia della Cultura e Valorizzazione del Territorio - è Partner di Progetto (partner n. 10), come evincesi dall'Application Form -estratto- redatto in lingua inglese - una delle lingue ufficiali del Programma Italia - Croazia - All. "A" - e dal Subsidy Contract tra l'Autorità di Gestione - Regione del Veneto - e il Lead Partner - Regione Molise del 22/01/2019 - All. "B" -, quali parti integranti e sostanziali alla presente Deliberazione;
- **Di prendere atto** che le attività da porre in essere da parte della Regione Puglia, relative al progetto **TOURISM4ALL** prevedono un budget di **€ 200.050,00** e che lo stesso è finanziato al 100% (dal FESR per l'85% dell'importo finanziato pari ad € 170.042,50 e per il restante 15%, pari ad € 30.007,50 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 **TOURISM4ALL** è finanziato al 100% senza alcun onere a carico dell'Ente;
- **Di dare atto** che la partecipazione della Regione Puglia al progetto **TOURISM4ALL** 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 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 2019-2021 nonché il documento tecnico di accompagnamento e Bilancio Finanziario Gestionale 2019;
- **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 2019 e seguenti e inerenti il progetto **TOURISM4ALL**, 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

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

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

data: .../.../... n. protocollo ...

Rif. Proposta di delibera del ACS/DEL/2019/000

SPERE

| MISSIONE, PROGRAMMA, TITOLO | DENOMINAZIONE | PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELL'ESERCIZIO 2021 | VARIAZIONI | | PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2020 |
|-------------------------------------|---|--|------------|----------------|---|
| | | | in aumento | in diminuzione | |
| MISSIONE | 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 | | 69.842,50 | | |
| | previsione di competenza | | 69.842,50 | | |
| | previsione di cassa | | 69.842,50 | | |
| Totale Programma | 2 | | | | |
| | 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 | | | | |
| | previsione di competenza | | 69.842,50 | | |
| | previsione di cassa | | 69.842,50 | | |
| TOTALE MISSIONE | 19 | | | | |
| | Cooperazione territoriale | | | | |
| | residui presunti | | 69.842,50 | | |
| | previsione di competenza | | 69.842,50 | | |
| | previsione di cassa | | 69.842,50 | | |
| | residui presunti | | 69.842,50 | | |
| | previsione di competenza | | 69.842,50 | | |
| | previsione di cassa | | 69.842,50 | | |
| | residui presunti | | 69.842,50 | | |
| | previsione di competenza | | 69.842,50 | | |
| | previsione di cassa | | 69.842,50 | | |
| TOTALE VARIAZIONI IN USCITA | | | | | |
| TOTALE GENERALE DELLE USCITE | | | | | |

ENTRATE

| TITOLO, TIPOLOGIA | DENOMINAZIONE | PREVISIONI AGGIORNATE ALLA DELIBERA IN DATA 20/05/2020 | VARIAZIONI | | PREVISIONI AGGIORNATE ALLA DELIBERA IN DATA 20/05/2020 |
|-------------------|--|--|------------|----------------|--|
| | | | in aumento | in diminuzione | |
| | | | | | |
| II | TRASFERIMENTI CORRENTI | | | | |
| 105 | Trasferimenti correnti dall'Unione Europea e dal Resto del Mondo | | | | |
| | | residui presunti | 0,00 | | 0,00 |
| | | previsione di competenza | 59.366,13 | | 0,00 |
| | | previsione di cassa | 59.366,13 | | 0,00 |
| | | | | | |
| 101 | Trasferimenti correnti da Amministrazioni Centrali | | | | |
| | | residui presunti | 0,00 | | 0,00 |
| | | previsione di competenza | 10.476,37 | | 0,00 |
| | | previsione di cassa | 10.476,37 | | 0,00 |
| | | | | | |
| | | residui presunti | 0,00 | | 0,00 |
| | | previsione di competenza | 0,00 | | 0,00 |
| | | previsione di cassa | 69.842,50 | | 0,00 |
| II | TRASFERIMENTI CORRENTI | | | | |
| | | residui presunti | 0,00 | | 0,00 |
| | | previsione di competenza | 69.842,50 | | 0,00 |
| | | previsione di cassa | 69.842,50 | | 0,00 |
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| | | residui presunti | 0,00 | | 0,00 |
| | | previsione di competenza | 69.842,50 | | 0,00 |
| | | previsione di cassa | 69.842,50 | | 0,00 |
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| | | residui presunti | 0,00 | | 0,00 |
| | | previsione di competenza | 0,00 | | 0,00 |
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| | | previsione di competenza | 0,00 | | 0,00 |

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

5

Allegato E/1

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

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

data: / / n. protocollo

Rif. Proposta di delibera del ACS/DCL/2019/000

SPESE

| MISSIONE, PROGRAMMA, TITOLO | DENOMINAZIONE | PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. ESERCIZIO 2020 | VARIAZIONI in aumento in diminuzione | PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2019 |
|-------------------------------------|---|--|--|---|
| 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 | | | |
| | previsione di competenza | | | |
| | previsione di cassa | | 99.775,00 | 99.775,00 |
| | residui presunti | | | |
| | previsione di competenza | | | |
| | previsione di cassa | | 99.775,00 | 99.775,00 |
| Totale Programma | 2 | | | |
| | 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 | | | |
| | previsione di competenza | | | |
| | previsione di cassa | | 99.775,00 | 99.775,00 |
| TOTALE MISSIONE | 19 | | | |
| | Cooperazione territoriale | | | |
| | residui presunti | | | |
| | previsione di competenza | | | |
| | previsione di cassa | | 99.775,00 | 99.775,00 |
| TOTALE VARIAZIONI IN USCITA | | | | |
| TOTALE GENERALE DELLE USCITE | | | | |
| | residui presunti | | | |
| | previsione di competenza | | | |
| | previsione di cassa | | 99.775,00 | 99.775,00 |

ENTRATE

| TITOLO, TIPOLOGIA | DENOMINAZIONE | PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. ESERCIZIO 2020 | VARIAZIONI in aumento in diminuzione | PREVISIONI AGGIORNATE ALLA DELIBERA IN OGGETTO - ESERCIZIO 2019 |
|--------------------------------------|--|--|--|---|
| 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 | 84.808,76 | 0,00 |
| | previsione di cassa | 0,00 | 84.808,76 | 0,00 |
| Tipologia | 101 Trasferimenti correnti da Amministrazioni Centrali | | | |
| | residui presunti | 0,00 | | 0,00 |
| | previsione di competenza | 0,00 | 14.966,24 | 0,00 |
| | previsione di cassa | 0,00 | 14.966,24 | 0,00 |
| TOTALE TITOLO | II | | | |
| | TRASFERIMENTI CORRENTI | | | |
| | residui presunti | 0,00 | | 0,00 |
| | previsione di competenza | 0,00 | 99.775,00 | 0,00 |
| | previsione di cassa | 0,00 | 99.775,00 | 0,00 |
| TOTALE VARIAZIONI IN ENTRATA | | | | |
| TOTALE GENERALE DELLE ENTRATE | | | | |
| | residui presunti | 0,00 | | 0,00 |
| | previsione di competenza | 0,00 | 99.775,00 | 0,00 |
| | previsione di cassa | 0,00 | 99.775,00 | 0,00 |

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

1

Allegato E/1

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

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

data: .../.../... n. protocollo

Rif. Proposta di delibera del ACS/DEL/2019/000

SPESA

| MISSIONE, PROGRAMMA, TITOLO | DENOMINAZIONE | PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. ESERCIZIO 2019 | 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 | residui presunti previsione di competenza previsione di cassa | 30.007,50 30.007,50 | | |
| Totale Programma | 2 | residui presunti previsione di competenza previsione di cassa | 30.432,50 30.432,50 | | |
| TOTALE MISSIONE | 19 | residui presunti previsione di competenza previsione di cassa | 30.432,50 30.432,50 | | |
| TOTALE VARIAZIONI IN USCITA | | | | | |
| TOTALE GENERALE DELLE USCITE | | | | | |

ENTRATE

| TITOLO, TIPOLOGIA | DENOMINAZIONE | PREVISIONI AGGIORNATE ALLA PRECEDENTE VARIAZIONE - DELIBERA N. ESERCIZIO 2019 | 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 | 0,00 0,00 0,00 | 25.867,63 25.867,63 | | 0,00 0,00 0,00 |
| Tipologia | 101 Trasferimenti correnti da Amministrazioni Centrali | 0,00 0,00 0,00 | 4.564,87 4.564,87 | | 0,00 0,00 0,00 |
| TOTALE TITOLO | II | residui presunti previsione di competenza previsione di cassa | 30.432,50 30.432,50 | | 0,00 0,00 0,00 |
| TOTALE VARIAZIONI IN ENTRATA | | residui presunti previsione di competenza previsione di cassa | 30.432,50 30.432,50 | | 0,00 0,00 0,00 |
| TOTALE GENERALE DELLE ENTRATE | | residui presunti previsione di competenza previsione di cassa | 30.432,50 30.432,50 | | 0,00 0,00 0,00 |



1 IL PRESENTE ALLEGATO È COMPOSIO DA N. 3 PAGINE

Au. "A"

**2014 - 2020 Interreg V-A****Italy - Croatia CBC Programme**

Call for proposal 2017 Standard - TOURISM4ALL
Priority Axis: Environment and cultural heritage

To the Managing Authority of the
Italy-Croatia CBC Programme

A - Application data

| | |
|---------------------|---|
| Specific objective | 3.1 - Make natural and cultural heritage a leverage for sustainable and more balanced territorial development |
| Application ID | 10047361 |
| Submission date | |
| Registration number | |
| Registration date | |

I, the undersigned PAOLO DI LAURA FRATTURA, acting on behalf of the lead applicant of the project proposal TOURISM4ALL, submit the corresponding application

I declare the information provided is true and complete and I am aware that in case of approval of the project proposal, it shall be treated as invalid from the outset in case of intentional false declaration.

B - Lead Applicant data

| | |
|-------------------------------------|--|
| The lead applicant is | IT |
| Personal tax number | 00169440708 |
| Type of body | Public / Body governed by public law |
| Implementing Unit | DEPARTMENT III DEVELOPMENT POLICIES |
| VAT exempted | No |
| VAT number | 00169440708 |
| Name | REGIONE MOLISE |
| Name in english | MOLISE REGION |
| Legal form | Region |
| Classification of economic activity | General public administration activities |
| Exempted from chamber of commerce | Yes |
| Registered in chamber of commerce | |
| Chamber of commerce registration | |

Print date: 04/07/2017

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Request Status: Confirmed



Application ID: 10047361

Project acronym: TOURISM4ALL

Lead applicant: MOLISE REGION

Partner - Person in charge of signature (only if different from legal representative)

| | |
|--------------------------------------|--|
| The person in charge of signature is | |
| Personal tax number | |
| Last name | |
| First name | |
| Role | |

Partner : REGIONE PUGLIA-DIPARTIMENTO TURISMO, ECONOMIA DELLA CULTURA E VALORIZZAZIONE DEL TERRITORIO

| | |
|---|---|
| The partner is | IT |
| Project partner number | 10 |
| Tax number | 80017210727 |
| Type of body | Public / Body governed by public law |
| Implementing Unit | DEPARTMENT OF TOURISM, ECONOMY OF CULTURE AND VALORIZATION OF TERRITORY |
| VAT exempted | No |
| VAT number | 80017210727 |
| Name | REGIONE PUGLIA-DIPARTIMENTO TURISMO, ECONOMIA DELLA CULTURA E VALORIZZAZIONE DEL TERRITORIO |
| Name in english | PUGLIA REGION - DEPARTMENT OF TOURISM, ECONOMY OF CULTURE AND VALORIZATION OF TERRITORY |
| Legal form | Region |
| Classification of economic activity | 84.11 - General public administration activities |
| Exempted from chamber of commerce registration | Yes |
| Registered in chamber of commerce special section | |
| Chamber of commerce registration place | |
| Chamber of commerce registration number | |
| Chamber of commerce registration date | |
| Economic administrative index number (REA) | |
| REA registration date | |
| Country of the Legal Seat | ITALY |
| Municipality | BARI |
| Town | BARI |
| ZIP code | 70100 |
| Province/County | BARI |
| Address | LUNGOMARE NAZARIO SAURO, 33 |
| IPA Code | 4DGVBP |
| Email | A.INTRONA@REGIONE.PUGLIA.IT |
| Phone | +390805405615 |
| Fax | |
| Certified Email (PEC) | DIRETTORE.DIPARTIMENTOTURISMOCULTURA@PEC.RUPAR.PUGLIA.IT |

Partner - other data

If in "Type of body" you selected "Public/Body Governed by PL", please specify your status

Assimilated partner

Public

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Application ID: 10047361

Project acronym: TOURISM4ALL

Lead applicant: MOLISE REGION

| | |
|--|--|
| Reason to be considered Assimilated | |
| National cofinancing | Public |
| National cofinancing description | Automatic public contribution, Italian Ministry of Economy and Finance - I.G.R.U.E - Rotation Fund CIPE Resolution n.10/2015 |
| Is VAT recoverable? | No |
| Details on VAT recovery | n.a. |
| Competence | Puglia (about 4 million inhabitants) is an autonomous ordinary region of the Italian Republic and National Law n. 281/1970 defined its main functions. Puglia Region is the most important South example of growth of sustainable tourism - managing about IPA and ENPI Projects, Interreg Greece Italy; Puglia Region is responsible of Italian Regions for the IV Pillar Tourism in Macroregion Adriatic Ionian strategy; Puglia Region is also leader Partner in Interregional Project South Cultural Routes-via Francigena that is starting |
| Organisational structure and resources | Department Tourism, economy of culture and valorization of territory has 80 people, divided in three section (Tourism, Cultural and natural heritage, cultural activities) and it took part like partner and lead partner as well in several IPA and ENPI Projects proposal in Programmes 2007-2013 and now it's involved in an Interreg Europe project and in currently open calls. The Department coordinate the Italian Regions for the IV Pillar Tourism in Macroregion Adriatic Ionian strategy and is also LP in Interregional Project South Cultural Routes-via Francigena, now in progress with ministerial financing. The Department is responsible for the regional development and execution of tourism policies, strategies and action plans (regional master plan of tourism: Puglia 365). It's also responsible for POR Puglia 2014/2020, specific objectives that concern valorization of cultural heritage and support to cultural activities |
| Expertise in EU/International projects | Programme IPA CBC Adriatic 2007/2013 "Adrifort" support the institutions in the building of a virtuous model PPP of preservation and joint cross-border management of the Adriatic Fortresses network Programme ENPI CBC 2007/2013 "Wealth" unleashing the potential of creative industries for local economic development Programme Greece-Italy 2007/2013 "Cultroutes" Promotion of cultural and natural heritage. Programme Greece-Italy 2007-2013 "I.C.E. Innovation, Culture and Creativity for a new Economy". Programme Greece-Italy 2007-2013 "JOY-WELCULT Job, Young and KnowlEdge in Landscape-Culture" Final objective is to create a cross-border network of ecomuseums for the sustainable development of Mediterranean countries. Programme IPA CBC Adriatic 2007/2013 "ADRIGOV" - The overall objective of AdriGov is to define and implement an Adriatic Governance operational plan able to foster institutional cooperation and a shared model of governance in the area |
| Benefits on participation | Consolidate methodologies used to PPP agreement on cultural heritage and natural and protected areas; used for Creative Industry activities as tourist attractor in inland areas; use for the construction of routes / paths that, characterized by slow mobility, contribute to spread of sustainable forms of tourism |

Partner - Legal representative

| | |
|-----------------------------|---|
| The legal representative is | IT |
| Personal tax number | |
| Last name | emiliano |
| First name | michele |
| Email | segreteria.presidente@regione.puglia.it |
| Phone | +390805522021 |



Application ID: 10047361

Project acronym: TOURISM4ALL

Lead applicant: MOLISE REGION

Partner - Person in charge of signature (only if different from legal representative)

| | |
|--------------------------------------|---------------------|
| The person in charge of signature is | IT |
| Personal tax number | |
| Last name | PATRUNO |
| First name | ALDO |
| Role | DEPARTMENT DIRECTOR |

Partner : ASPIRA – VISOKA ŠKOLA ZA MENADŽMENT I DIZAJN

| | |
|---|--|
| The partner is | HR-Other |
| Project partner number | 11 |
| Tax number | 14885934105 |
| Type of body | Private |
| Implementing Unit | |
| VAT exempted | No |
| VAT number | 14885934105 |
| Name | ASPIRA – VISOKA ŠKOLA ZA MENADŽMENT I DIZAJN |
| Name in english | ASPIRA – UNIVERSITY COLLEGE OF MANAGEMENT AND DESIGN |
| Legal form | Other private body with legal personality |
| Classification of economic activity | 85.42 - Tertiary education |
| Exempted from chamber of commerce registration | No |
| Registered in chamber of commerce special section | |
| Chamber of commerce registration place | Split, Croatia |
| Chamber of commerce registration number | 060250839 |
| Chamber of commerce registration date | 15/05/2006 |
| Economic administrative index number (REA) | |
| REA registration date | |
| Country of the Legal Seat | CROATIA |
| Municipality | SPLIT |
| Town | SPLIT |
| ZIP code | 21000 |
| Province/County | SPLITSKO-DALMATINSKA |
| Address | MIKE TRIPALA 6 |
| IPA Code | |
| Email | INFO@ASPIRA.HR |
| Phone | +38521382802 |
| Fax | |
| Certified Email (PEC) | |

Partner - other data

If in "Type of body" you selected "Public/Body Governed by PL", please specify your status

Assimilated partner

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Application ID: 10047361

Project acronym: TOURISM4ALL

Lead applicant: MOLISE REGION

| | | | | | | | | |
|---|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------|---------------------|
| 5 - Promotion of the crossborder network of accessible tourism destinations | € 0,00 | € 92.600,00 | € 121.700,00 | € 13.890,00 | € 36.155,00 | € 0,00 | € 0,00 | € 264.345,00 |
| Total | € 15.000,00 | 1.065.950,00 | € 910.665,00 | € 159.892,50 | € 178.701,00 | € 266.600,00 | € 0,00 | 2.596.808,50 |

Project budget - overview per partner / WP

| Partner role/n umb | Partner name (EN) | WP0 | WP 1 | WP 2 | WP 3 | WP 4 | WP 5 | WP 6 | Total |
|--------------------|--|------------|-------------|-------------|-------------|-------------|-------------|--------|--------------|
| LP | MOLISE REGION | € 5.000,00 | 120.505,00 | € 44.800,00 | € 29.550,00 | € 89.095,00 | € 11.050,00 | € 0,00 | € 300.000,00 |
| PP 1 | VENETO REGION - TOURISM DEPARTMENT | € 0,00 | € 86.500,00 | € 21.450,00 | € 28.750,00 | € 59.350,00 | € 53.950,00 | € 0,00 | € 250.000,00 |
| PP 2 | PUBLIC INSTITUTION RERASD FOR COORDINATION AND DEVELOPMENT OF SPLIT-DALMATIA COUNTY | € 500,00 | € 51.550,00 | € 26.700,00 | € 41.600,00 | € 70.400,00 | € 29.250,00 | € 0,00 | € 220.000,00 |
| PP 3 | CITY OF ZADAR | € 500,00 | € 40.185,00 | € 60.125,00 | € 42.260,00 | € 58.350,00 | € 18.580,00 | € 0,00 | € 220.000,00 |
| PP 4 | ŠIBENIK TOURIST BOARD | € 500,00 | € 53.320,00 | € 37.760,00 | € 50.450,00 | € 53.385,00 | € 24.585,00 | € 0,00 | € 220.000,00 |
| PP 5 | SPECIAL AGENCY CONCENTRO OF THE CHAMBER OF COMMERCE INDUSTRY, AGRICULTURE AND CRAFT OF PORDENONE | € 3.950,00 | € 55.117,50 | € 22.775,00 | € 40.375,00 | € 65.550,00 | € 37.300,00 | € 0,00 | € 225.067,50 |
| PP 6 | REGIONAL INSTITUTE FOR COOPERATIVE EDUCATION AND STUDIES | € 3.500,00 | € 45.600,00 | € 16.740,00 | € 70.250,00 | € 14.725,00 | € 9.185,00 | € 0,00 | € 160.000,00 |
| PP 7 | CROATIAN CAMPING ASSOCIATION DELTA 2000 | € 1.050,00 | € 42.060,00 | € 21.046,00 | € 28.655,00 | € 94.500,00 | € 7.450,00 | € 0,00 | € 194.761,00 |
| PP 8 | CONSORTIUM COMPANY WITH LIMITED LIABILITY SOCIAL COOPERATIVE SOCIETY ODOS | € 0,00 | € 31.425,00 | € 25.900,00 | € 35.025,00 | € 79.825,00 | € 28.225,00 | € 0,00 | € 200.400,00 |
| PP 9 | | € 0,00 | € 35.850,00 | € 17.445,00 | € 46.000,00 | € 3.450,00 | € 5.695,00 | € 0,00 | € 108.440,00 |

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Request Status: Confirmed



Application ID: 10047361

Project acronym: TOURISM4ALL

Lead applicant: MOLISE REGION

| | | | | | | | | | |
|-------|---|-------------|-------------|-------------|-------------|-------------|-------------|--------|----------------|
| PP 10 | PUGLIA REGION - DEPARTMENT OF TOURISM, ECONOMY OF CULTURE AND VALORIZATION OF TERRITORY | € 0,00 | € 80.402,50 | € 21.692,50 | € 27.090,00 | € 61.240,00 | € 9.625,00 | € 0,00 | € 200.050,00 |
| | ASPIRA - UNIVERSITY COLLEGE OF MANAGEMENT AND DESIGN | € 0,00 | € 39.590,00 | € 22.315,00 | € 34.160,00 | € 10.410,00 | € 13.525,00 | € 0,00 | € 120.000,00 |
| PP 12 | CITY OF BUJE-BUIE | € 0,00 | € 10.235,00 | € 6.045,00 | € 8.695,00 | € 37.150,00 | € 10.175,00 | € 0,00 | € 72.300,00 |
| PP 13 | LOCAL ACTION GROUP "BRAC" | € 0,00 | € 24.805,00 | € 14.635,00 | € 20.675,00 | € 39.925,00 | € 5.750,00 | € 0,00 | € 105.790,00 |
| Total | | € 15.000,00 | 717.145,00 | 359.428,50 | 503.535,00 | 737.355,00 | 264.345,00 | € 0,00 | € 2.596.808,50 |

Project budget - overview per partner / budget line

| Partner role/n umber | Partner name (EN) | Preparation costs | Staff | External expertise and services | Office and administrati on | Travel and accommodati on | Equipm ent | Small scale infrastruct ure and constructi on works | Total | Percentage of total budget |
|-------------------------|---|----------------------|--------------|--|----------------------------------|---------------------------------|---------------|--|--------------|----------------------------------|
| LP | MOLISE REGION | € 5.000,00 | € 139.200,00 | € 84.490,00 | € 20.880,00 | € 24.930,00 | € 25.500,00 | € 0,00 | € 300.000,00 | 11,55 % |
| PP 1 | VENETO REGION - TOURISM DEPARTMENT PUBLIC INSTITUTION RERA SD FOR COORDINATION AND DEVELOPMENT OF SPLIT-DALMATIA COUNTY | € 0,00 | € 138.000,00 | € 34.800,00 | € 20.700,00 | € 11.500,00 | € 45.000,00 | € 0,00 | € 250.000,00 | 9,63 % |
| PP 2 | CITY OF ZADAR | € 500,00 | € 120.000,00 | € 49.500,00 | € 18.000,00 | € 15.000,00 | € 17.000,00 | € 0,00 | € 220.000,00 | 8,47 % |
| PP 3 | ŠIBENIK TOURIST BOARD | € 500,00 | € 80.600,00 | € 99.860,00 | € 12.090,00 | € 12.950,00 | € 14.000,00 | € 0,00 | € 220.000,00 | 8,47 % |
| PP 4 | SPECIAL AGENCY CONCENTRATION OF THE CHAMBER OF COMMERCE INDUSTRY, AGRICULTURE AND CRAFT OF PORDENONE | € 3.950,00 | € 100.350,00 | € 79.700,00 | € 15.052,50 | € 10.015,00 | € 16.000,00 | € 0,00 | € 225.067,50 | 8,67 % |



| Application ID: 10047361 | | | Project acronym: TOURISM4ALL | | | | Lead applicant: MOLISE REGION | | | |
|----------------------------|--|-------------|------------------------------|--------------|--------------|--------------|-------------------------------|--------|----------------|--------|
| PP 6 | REGIONAL INSTITUTE FOR COOPERATIVE EDUCATION AND STUDIES | € 3.500,00 | € 64.000,00 | € 71.600,00 | € 9.600,00 | € 9.700,00 | € 1.600,00 | € 0,00 | € 160.000,00 | 6,16 % |
| PP 7 | CROATIAN CAMPING ASSOCIATION | € 1.050,00 | € 56.300,00 | € 33.500,00 | € 8.445,00 | € 19.466,00 | € 76.000,00 | € 0,00 | € 194.761,00 | 7,50 % |
| PP 8 | DELTA 2000 CONSORTIUM COMPANY WITH LIMITED LIABILITY | € 0,00 | € 44.000,00 | € 116.050,00 | € 6.600,00 | € 8.750,00 | € 25.000,00 | € 0,00 | € 200.400,00 | 7,72 % |
| PP 9 | SOCIAL COOPERATIVE SOCIETY ODOS | € 0,00 | € 54.100,00 | € 35.000,00 | € 8.115,00 | € 11.225,00 | € 0,00 | € 0,00 | € 108.440,00 | 4,18 % |
| PP 10 | PUGLIA REGION - DEPARTMENT OF TOURISM, ECONOMY OF CULTURE AND VALORIZATION OF TERRITORY ASPIRA - UNIVERSITY COLLEGE OF MANAGEMENT AND DESIGN | € 0,00 | € 55.500,00 | € 113.425,00 | € 8.325,00 | € 13.300,00 | € 9.500,00 | € 0,00 | € 200.050,00 | 7,70 % |
| PP 11 | CITY OF BUJE-BUIE | € 0,00 | € 60.900,00 | € 38.340,00 | € 9.135,00 | € 11.625,00 | € 0,00 | € 0,00 | € 120.000,00 | 4,62 % |
| PP 12 | LOCAL ACTION GROUP "BRAČ" | € 0,00 | € 46.600,00 | € 26.700,00 | € 6.990,00 | € 9.500,00 | € 16.000,00 | € 0,00 | € 105.790,00 | 4,07 % |
| Total | | € 15.000,00 | € 1.065.950,00 | € 910.665,00 | € 159.892,50 | € 178.701,00 | € 266.600,00 | € 0,00 | € 2.596.808,50 | 100 % |
| Percentage of total budget | | 0,58 % | 41,05 % | 35,07 % | 6,16 % | 6,88 % | 10,27 % | 0,00 % | 100 % | |

Project budget - overview and details

| | |
|---------------------------------------|--------------------------------------|
| Name of the partner organization (EN) | MOLISE REGION |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 255.000,00 |
| National co-financing (15%) | € 45.000,00 |
| Partner total budget | € 300.000,00 |



Application ID: 10047361

Project acronym: TOURISM4ALL

Lead applicant: MOLISE REGION

| | |
|---------------------------------------|--|
| Name of the partner organization (EN) | VENETO REGION – TOURISM DEPARTMENT |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 212.500,00 |
| National co-financing (15%) | € 37.500,00 |
| Partner total budget | € 250.000,00 |
| Name of the partner organization (EN) | PUBLIC INSTITUTION RERA SD FOR COORDINATION AND DEVELOPMENT OF SPLIT-DALMATIA COUNTY |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 187.000,00 |
| National co-financing (15%) | € 33.000,00 |
| Partner total budget | € 220.000,00 |
| Name of the partner organization (EN) | CITY OF ZADAR |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 187.000,00 |
| National co-financing (15%) | € 33.000,00 |
| Partner total budget | € 220.000,00 |
| Name of the partner organization (EN) | ŠIBENIK TOURIST BOARD |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 187.000,00 |
| National co-financing (15%) | € 33.000,00 |
| Partner total budget | € 220.000,00 |
| Name of the partner organization (EN) | SPECIAL AGENCY CONCENTRO OF THE CHAMBER OF COMMERCE INDUSTRY, AGRICULTURE AND CRAFT OF PORDENONE |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 191.307,37 |
| National co-financing (15%) | € 33.760,13 |
| Partner total budget | € 225.067,50 |
| Name of the partner organization (EN) | REGIONAL INSTITUTE FOR COOPERATIVE EDUCATION AND STUDIES |
| Type of body | Private |
| Programme co-financing (85%) | € 136.000,00 |
| National co-financing (15%) | € 24.000,00 |
| Partner total budget | € 160.000,00 |



Application ID: 10047361

Project acronym: TOURISM4ALL

Lead applicant: MOLISE REGION

| | |
|---------------------------------------|---|
| Name of the partner organization (EN) | CROATIAN CAMPING ASSOCIATION |
| Type of body | Private |
| Programme co-financing (85%) | € 165.546,85 |
| National co-financing (15%) | € 29.214,15 |
| Partner total budget | € 194.761,00 |
| Name of the partner organization (EN) | DELTA 2000 CONSORTIUM COMPANY WITH LIMITED LIABILITY |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 170.340,00 |
| National co-financing (15%) | € 30.060,00 |
| Partner total budget | € 200.400,00 |
| Name of the partner organization (EN) | SOCIAL COOPERATIVE SOCIETY ODÒS |
| Type of body | Private |
| Programme co-financing (85%) | € 92.174,00 |
| National co-financing (15%) | € 16.266,00 |
| Partner total budget | € 108.440,00 |
| Name of the partner organization (EN) | PUGLIA REGION - DEPARTMENT OF TOURISM, ECONOMY OF CULTURE AND VALORIZATION OF TERRITORY |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 170.042,50 |
| National co-financing (15%) | € 30.007,50 |
| Partner total budget | € 200.050,00 |
| Name of the partner organization (EN) | ASPIRA – UNIVERSITY COLLEGE OF MANAGEMENT AND DESIGN |
| Type of body | Private |
| Programme co-financing (85%) | € 102.000,00 |
| National co-financing (15%) | € 18.000,00 |
| Partner total budget | € 120.000,00 |
| Name of the partner organization (EN) | CITY OF BUJE-BUIE |
| Type of body | Public / Body governed by public law |
| Programme co-financing (85%) | € 61.455,00 |
| National co-financing (15%) | € 10.845,00 |
| Partner total budget | € 72.300,00 |



Au. "B"



SUBSIDY CONTRACT

Project ID: 10047361

Project acronym: TOURISM4ALL

Project title: "Development of a cross-border network
for the promotion of the accessible tourism
destinations"





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 |
| PA | - | Partnership Agreement |
| PP | - | Project Partner |
| SIU | - | Sistema Informativo Unificato (Unified Information System) |





Index of articles

- Article 1 - Legal framework
- Article 2 - Language
- Article 3 - Award of subsidy
- Article 4 - Terms of funding
- Article 5 - Advance payment and financial guarantee
- Article 6 - Duration of the project
- Article 7 - Use of SIU System and communication exchange
- Article 8 - Eligibility of costs
- Article 9 - Representation of the project partnership, liability and obligations of the LP
- Article 10 - State Aid
- Article 11 - Financial control and Audit of project
- Article 12 - Payment arrangements, reporting and Application for Reimbursement
- Article 13 - Withdrawal or recovery of unduly paid-out funds
- Article 14 - Information and communication
- Article 15 - Amendments to the Subsidy Contract and other project changes
- Article 16- De-commitment
- Article 17 - Revenues





Article 18 - Durability and ownership of project outputs and results

Article 19 - Archiving of project documents

Article 20 - Assignment, legal succession

Article 21 - Complaints and litigation

Article 22 - Termination and repayment

Article 23 - Force majeure

Article 24 - Concluding provisions

Article 25 - Binding documents

Article 26 - Entry into force



**Subsidy Contract**

for the implementation of the project "Development of a cross-border network for the promotion of the accessible tourism destinations , TOURISM4ALL"

Project ID number: 10047361,

within the

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

The following Subsidy Contract (hereinafter referred as the "Contract") between

Regione del Veneto - Veneto Region - Unità Organizzativa AdG Italia-Croazia - Organizational Unit Italy – Croatia Managing Authority, Rio Tre Ponti Dorsoduro 3494/a – 30123, Venezia - Italy, Tax number: 80007580279, acting as Managing Authority (MA) of the Programme, and represented for the purpose of signature by the MA Director Silvia Majer born in Venice on
TAX number

and

Regione Molise, Molise Region – Via Genova n. 11, 86100, Campobasso (Italy) - Tax number: 00169440708

acting as the Lead Partner (hereinafter referred to as LP) meaning the Lead Beneficiary, as defined in Article 13 (2) of Regulation (EU) 1299/2013 -

and represented by Donato Toma born in Napoli (Italy) on , TAX number

is signed on the basis of the rules and documents as specified in art. 1 of this Contract and lays down the implementing arrangements for the project "Development of a cross-border network for the promotion of the accessible tourism destinations TOURISM4ALL" ID 10047361





Art. 1

Legal framework

The Contract is concluded on the basis of the following legal provisions:

1. European Structural and Investment Funds 2014-2020 key regulations

- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 on common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and on general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
- Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal;
- Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
- Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme





contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data;

- Commission Delegated Regulation (EU) No 240/2014 of 7 January 2014 on the European code of conduct on partnership in the framework of the European Structural and Investment Funds;
- Commission Implementing Decision of 16 June 2014 setting up the list of cooperation programmes and indicating the global amount of total support from the European Regional Development Fund for each programme under the European territorial cooperation goal for the period 2014 to 2020 (2014/366/EU);
- Commission Implementing Decision of 16 June 2014 setting up the list of regions and areas eligible for funding from the European Regional Development Fund under the cross-border and transnational components of the European territorial cooperation goal for the period 2014 to 2020 (2014/388/EU);
- Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
- Regulation (EU, Euratom) 2015/1929 Of the European Parliament and of the Council of 28 October 2015 amending Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union;
- Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC;
- Commission Decision of 19.12.2013 on the setting out and approval of the guidelines for determining financial corrections to be made by the Commission to expenditure financed by





the Union under shared management, for non-compliance with the rules on public procurement;

- Commission Delegated Regulation (EU) 2015/1970 of 8 July 2015 supplementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council with specific provisions on the reporting of irregularities concerning the European Regional Development Fund, the European Social Fund, the Cohesion Fund, and the European Maritime and Fisheries Fund;
- All other EU legislation and the underlying principles applicable to the LP and its Project Partners (hereinafter referred to as PPs) including the legislation laying down provisions on public procurement, on competition and entry into the markets, the protection of the environment, the equal opportunities between men and women;
- Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid, Commission Regulation (EU) No 360/2012 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid granted to undertakings providing services of general economic interest, and other delegated and implementing acts as well as all applicable decisions and rulings in the field of state aid.

2. Programme documents

- The Interreg V A IT-HR - Italy-Croatia Cross Border Cooperation Programme document adopted by the European Commission on 15th December 2015, Decision C (2015) 9342 (CCI 2014TC16RFCB042) and further amendments;
- All documents related to the Programme (general Programme documents, legal documents, operational documents) and any other documents relevant for project progress in





their latest version as published on the Programme official website or handed over to the LP directly during the project implementation;

- The first set of Calls for proposal of the Interreg Italy Croatia CBC Programme as launched with Regional Government Resolution n. 254 of the 7th of March 2017, published in the Veneto Region Official Bulletin n.27 of the 14th of March 2017 and in the official Programme website;
- The ranking list of projects approved by the MC for financing within the Programme per priority axis and type of project, as indicated in the Regional Decree No. 85 of the 24th of July 2018 of the Director of the Organizational Unit Italy-Croatia MA and further amendments.

3. National regulations

- Decision n. 10 of the 28th of January 2015 of the Italian Interministerial Committee for Economic Programming (CIPE): "Definition of the criteria for the National public co-financing of the European programmes for the 2014-2020 programming period and the monitoring. Planning of the complementary interventions as stated in art.1, par. 242, of the law 147/2013 foreseen in the Partnership Agreement for 2014-2020";
- Italian Law n. 241, 7th of August 1990 "The Italian Administrative Procedure Act", as modified by the Italian Law n. 15/2005 and Law n. 69/2009 and subsequent modifications and supplements;
- Other national regulations of the Italian Republic and the Republic of Croatia applicable to the LP and PPs in their respective countries.

4. Additional Principles

- In case EU regulations are in place for a certain topic, these take precedence. In the absence of EU regulations and/or Programme specific regulations, national rules apply;





- In case of amendment of the above mentioned legal norms and documents, and any other documents of relevance for the contractual relationship the latest version shall apply.

Art. 2

Language

1. English is the working language of the Programme. The language of the present Contract is English, thus any official internal document of the project shall in principle be made available in the language of this Contract. All official correspondence with the MA and JS under this Contract shall be in English.
2. In case of a translation of this Contract entirely or in some part or Annexes into another language than English, the English version shall prevail.

Art. 3

Award of Subsidy

1. The present Contract, drawn up in the form of a legally binding private agreement, establishes the funding conditions for all the final beneficiaries, partners of the project, hereby represented by the LP. In accordance with art. 132 of CPR, this Contract does provide the obligation by the MA to assign and transfer to the LP the ERFD funding as well as the FDR when the LP is Italian. In case of Croatian LP the FDR is transferred directly to the concerned Italian PPs. Details are regulated in Factsheet n. 6 "Project Implementation".
2. The LP is responsible for transferring the due contribution to the PPs by means of the signature of an ad-hoc agreement named Partnership Agreement (hereinafter referred to as "PA").
3. Based on the AF, as approved in compliance with the decision of the MC of the 19th and 20th of July 2018, an earmarked subsidy, granted in the form of non-repayable financing, is awarded by the MA to the LP with Regional Decree n. 140 of the 5th of December 2018 for the





implementation of the project.

| | |
|--|------------------|
| Maximum ERDF amount of funding awarded | 2.207.287,22 EUR |
| Approved Partners' co-financing | 389.521,28 EUR |
| Approved total project budget | 2.596.808,50 EUR |

4. The final ERDF contribution awarded by the Programme consists of the 85% of the total eligible costs reported by each PP and certified by its respective FLC.

Art. 4

Terms of funding

1. The subsidy is awarded exclusively for the project as it is described in the latest version of the AF in accordance with the conditions set out by the MC. The AF and its annexes, as approved in compliance with the decision of the MC, form an integral part of this Contract.
2. 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.
3. If the European Commission fails to make the funds available due to reasons that are outside of the sphere of influence of the Programme, the MA is entitled to terminate this Contract and any claim by the LP or the PPs against the MA for whatever reason is excluded. In such a case the LP will be duly notified by the MA and guided on the respective steps to be taken.
4. The LP accepts the subsidy and undertakes to carry out the project under its own responsibility as laid out in the European Structural and Investment Funds Regulations, delegated and





implementing acts or the Programme rules based thereon.

5. Should it become evident that the project will not spend the amount of ERDF contribution awarded to it by the MC, the MC may decide to reduce the award accordingly following the procedure as specified in the Factsheet n. 6 "Project Implementation".
6. Disbursement of the subsidy is subject to the condition that this Subsidy Contract is signed by the parties.
7. In case one or more output and/or result targets, as set in the latest approved version of the AF, are not successfully reached, corrective measures may be put in place to ensure the project performance as well as to minimize the impact at Programme level (e.g. adaptation of the project to the changed situation) following the provisions as set out at Article 15 and in accordance with the Factsheet n. 6 "Project Implementation".
8. In case a project fails to respect the contractual arrangements on timeliness, budget absorption and achievement of outputs and results, as defined in the latest approved version of the AF, except for the case covered by Article 23, the Programme may also reduce the ERDF contribution allocated to the project or, if necessary, stop the project by terminating the Subsidy Contract in accordance with the provisions as set out at Article 22.

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, as well as from the FDR when the LP/PPs is an Italian public body or body governed by public law, for an amount up to 10 per cent of the overall due contribution can be requested to the MA. For the purposes of this advance payment an official request is needed from the LP on behalf of all the partnership.





Requests for advance payments can be sent to the MA only after the MA receives the present Contract duly signed by the LP; the request shall be accompanied by the duly signed PA.

2. In order to limit the financial risks linked to unrecovered amounts, in compliance with EU or National compulsory rules, 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 "Project Implementation". The financial guarantees shall be collected from each PPs 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".

Art. 6

Duration of the project

1. According to the AF, the project has a duration of 29,5 months. The project activities, that should not be started before the submission of the application, have to be carried out and finalized within the project implementation period consisting of the following schedule:
 - start date: 01/11/2018
 - end date: 15/04/2021therefore, 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 extension of the project duration is not admitted except for duly justified and extraordinary cases and shall follow the procedure as laid out in Factsheet n. 6 "Project Implementation".

Art. 7

Use of SIU System and communication exchange

1. The Programme uses the SIU System, the on-line management and monitoring system of the Veneto Region, for application, reporting, applying for project modifications and other procedures related to the implementation of the project. Every access to the SIU will be registered by the System and each user is responsible for keeping safe the username and password and for all activities done with the username. Access to the SIU as well as instructions on usage are defined in the SIU User Manual.
2. Exchange of information, relevant supporting documentation, and all correspondence other than the ones pertained to the SIU, between the LP the MA and the other Programme bodies will be carried out through email and certified email, if applicable. In each communication, the LP must specify the number and title of the project.
3. The LP allows to send all the correspondence to its own address as specified in the AF and the present Contract, consisting in the official address for the project implementation.
4. As a general rule, no paper documentation will be exchanged between the LP and JS/MA.

Art. 8

Eligibility of costs

1. The LP and PPs shall implement the project with care, efficiency, transparency and diligence in compliance with this Contract. For this purpose the LP and all the PPs shall mobilize all the financial, human and material resources required for the full implementation of the project as specified in the AF.





2. In order to be eligible at project level, costs must relate to activities foreseen in the AF, be necessary for carrying out the activities, achieve the project's outputs and results, and be included in the estimated budget as planned in the AF.
 3. The costs must also be reasonable, justified, consistent with the applicable internal rules of the partner, National, Programme and EU rules and in accordance with the principles of sound financial management (the stricter rule shall always be applied).
- The expenditure must be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles and be backed by original supporting documents.
4. Eligible are only costs that have been paid out between the start date and the end date of the project as set in the AF and in Article 6 of the present Contract, with the only exception of preparation costs and the expenditure related to the project closure. With regard to the eligibility of preparation costs, these will be eligible as a lump sum (total budget) according to Factsheet n. 3 "Project Development" and 6 "Project Implementation". The project closure expenditure refers to the finalization of all the legal and administrative duties and obligations of the LP and PPs related to the granted activities and to the incurred expenditure. These activities will take place over a period of three months as specified in Article 6.
 5. VAT does constitute an eligible expenditure only if it is definitely borne by the LP and PPs and it is shown in the bookkeeping as a project cost. It must be noted that if the VAT is recoverable by whatever mean, it cannot be considered eligible, even if the LP or PPs do not actually recover it. To this aim the LP/PP were requested to define their VAT status in the AF. In case of any doubt, the VAT will be deemed ineligible for that PP. In case the VAT status of the LP/PPs changes affecting the approved budget, the JS/MA have to be informed and relevant documentation is to be provided to justify the change: in any case, there won't be any increase in the assigned budget.



**Art. 9****Representation of the project partnership, liability and obligations of the LP**

1. In accordance with Article 13 (2) of Regulation (EU) No 1299/2013, the LP bears the overall financial and legal responsibility for the entire project and for the PPs. The LP represents the partnership and acts as the only direct contact between the project and the MA/JS.

The LP is liable towards the MA if obligations as laid out in this Contract or in applicable European Union's or National laws are not fulfilled by the project partnership in the same way as for its own conduct.

Furthermore 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. The LP shall discharge the MA of all liability associated with any claim or action brought as a result of an infringement of rules or regulations by the LP or one of the PPs, or as a result of violation of a third party's rights.

The MA cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the LP or one of its PPs while the project is being carried out. The MA can therefore not accept any claim for compensation or increase in payment in connection with such damage or injury.

2. The LP shall be responsible for ensuring the start and the efficient implementation phase of the project according to the time schedule in the AF, taking the responsibility of the entire operation. To this end, the LP assume the following responsibilities:

As far as operational and administrative issues are concerned:

- a) guaranteeing that the project implementation complies with the legal framework according to art. 1 of this Contract and with all the relevant legal and other requirements under the law





which applies to the LP organization and to its PPs and their activities and that all necessary documentation (e.g. building permissions, environmental impact assessment statements) have been obtained;

- b) ensuring the implementation of the entire project in observation of the rules and procedures set in Factsheet n. 6 "Project Implementation" (e.g. monitoring the project physical and financial progress, recording and storing of documents, requests for project changes, implementation of information and publicity measures, etc.);
- c) providing the PPs with all information and documents needed for a sound and legally correct project implementation including requirements related to communication and publicity;
- d) providing data for the Programme electronic management and monitoring system in compliance with this Contract and according to the MA and JS instructions;
- e) submitting with the respective progress report the main outputs and deliverables as stated in the AF and following the procedures set in Factsheet n. 6 "Project Implementation". One sample of each developed material or any proof of output realization shall be stored at the LP's or PP's premises for control and audit purposes;
- f) inviting the MA/JS to participate in project Steering Committee meetings as an observer and providing minutes of these meetings to the MA/JS;
- g) undertaking 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;
- h) ensuring 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.

As far as financial issues are concerned:

- i) guaranteeing the sound financial management of the funds allocated to the project, including the arrangements for recovering amounts unduly paid;
- j) ensuring that its expenditure and that of the PPs has been paid for the purpose of implementing the project activities as agreed among all the beneficiaries and as defined in the approved AF;
- k) ensuring that the expenditure presented by all PPs has been verified by the controllers duly appointed according to the specificities of the national FLC system of country where the partner is located;
- l) meeting the reporting requirements and collecting documents and information from the PPs in order to submit the progress reports and the AfR;
- m) receiving the reimbursement amount from the Programme on behalf of the entire partnership and transfer the due amounts to its PPs correctly and within the timeframe agreed in the PA without deducting any amount or specific charge;
- n) maintaining a separate accounting system for the project implementation purpose, ensuring the identification of each financial operation within the project;
- o) including in the PA a provision concerning the setup of separate accounting systems by PPs;
- p) informing 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;





- q) guaranteeing the reimbursement on behalf of the affected PP of the amounts unduly paid to the MA upon receipt of a recovery order following the detection of an irregularity;
- r) If the MA demands repayment of subsidy funds in accordance with this Contract, the LP is liable towards the MA for the total amount of those funds. The LP is entitled to ask repayment from its PPs as stipulated in Article 27 (2) of Regulation (EU) No 1299/2013.
3. The LP assumes the obligation to stipulate the Partnership Agreement (PA) with each PP, immediately after the entering into force of the present Contract, in order to lay down the arrangements for ensuring that the PPs fulfil their responsibilities and obligations under this Contract. The PA will be established according to Article 13 (2) of Regulation (EU) No 1299/2013, holding as a minimum content at least the rules as set in the template of PA provided by the Programme. The MA reserves the right to check the PA in order to verify that it has been signed and that it is in conformity with the minimum requirements; to this end, the LP should send the signed PA via SIU as attachment to the advance payment request, if submitted, or to the first Progress Report.

The LP will inform JS/MA without any delay about any envisaged changes of the PA.

The LP guarantees that the PA provides also for a clear division, in line with the AF, of the mutual responsibilities between all partners and of the obligation of each PP to assume responsibility in the event of any irregularity or incorrectness in the expenditure which has been declared.

Furthermore, the LP agrees on behalf of all PPs that the names and addresses of all PPs, the purpose and the amount of the subsidy and of the PA may be used by the Programme bodies in the framework of information and communication measures as well as reporting to the European Commission.

Art. 10





State Aid

1. As far as the project "Development of a cross-border network for the promotion of the accessible tourism destinations TOURISM4ALL" ID: 10047361 is concerned the LP, and PP7 in particular, declared in the AF that the following project activity:

- WP4 "Implementation of pilot actions improving the tourism destination accessibility" – Activity 4.2. "Improvement of the destination accessibility, in particular with regards to the financing (purchase) of equipment linked to cultural and touristic activities (for the removal of barriers to motor disabilities, cognitive or sensory) and to the role of the concerned project private partner (PP7)

is not State Aid relevant or it is exempted from notification and this fact was actually confirmed by the JS/MA on the basis of the State aid assessment results (see the Clearing Conditions State Aid Check list and the State Aid Assessor's Final declaration signed on the 5th of December 2018) as it doesn't fulfil all the criteria inferable from the definition of State Aid in the Art. 107 (1) of the Treaty on the Functioning of the European Union.

Thus, the following project activity:

- WP4 "Implementation of pilot actions improving the tourism destination accessibility" - Activity 4.2. "Improvement of the destination accessibility",

does not constitute State Aid because it is compatible with the Treaty at the time of the signature of the present Contract.

2. The LP is obliged to contractually forward this clause in its entirety to the concerned PPs, in particular the PP7, through the signature of the PA, and in particular it ensures:
 - to respect for the entire project duration all necessary requirements provided for in the concerned EU regulations/decisions/delegated and implementing acts and applicable decision





in the field of State Aid;

- to maintain all the documents and records with the information and supporting documentation necessary to establish that all the conditions laid down in the concerned EU regulations/decisions/delegated and implementing acts and applicable decision in the field of State Aid are fulfilled for the time limit as prescribed at Art. 19 of the present Contract.
 - to assist the MA to comply with document retention requirements and with all the other formalities required under the concerned applicable State Aid rules in force (e.g. registration in the National State Aid Register).
 - to inform the MA immediately about any circumstances arise which could have an impact on the project as approved in the AF in terms of State aid relevance;
3. Moreover, in order to avoid "Indirect state aid", the LP also will ensure the respect of the above mentioned regulations and implementing acts in the field of State Aid, in particular the Commission Notice on the Notion of State aid (2016/C 262/01) provisions, when necessary, by those bodies benefitting of project activities/outputs (with particular regards to the developer/owner, operators, end users, in whatever way involved in the project activities).

Art. 11

Financial control and audit of projects

1. The financial control and audit of the project aims to increase the efficiency and effectiveness of the management and implementation of the Programme. It includes the setting up and management of the FLC system, and of other authorized controls such as targeted control performed by the MA supported by the JS and Second Level Controls performed by the AA supported by the GoA.





2. The Member States included in the Programme are responsible of the designation of the controllers responsible for verifying that the expenditure declared by each partner located in its own territory participating in a project complies with the applicable law and the Programme rules and that the funded products and services were delivered and paid for. All the costs included in each project report submitted by the LP to the JS must be certified by FLCs according to the National FLC procedure established in the Member States that participate to the Programme and in compliance with the requirements set in the applicable legal framework. Detailed information on the FLC system is described in the Factsheet n. 6 "Project Implementation".
3. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and the auditing bodies of the participating MS or other national public auditing bodies, and, within their responsibility, the auditing bodies of the participating EU Member States as represented in the Group of Auditors, as well as the Programme AA, the MA or CA are entitled to audit the proper use of funds by the LP or by the PPs or to arrange for such an audit to be carried out by authorized persons.
4. The LP as well as PPs 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.
5. The MA has the right to withhold the payments to the LP until all the required information and documentation have been delivered.
6. In case the AA issues statements on the National control systems and defines problems of systemic character the MA has a right to withhold the payments to the LP until the issue has been solved.

Art. 12





Payment arrangements, reporting and Application for Reimbursement

1. The LP may only request payments by providing proof of progress of the project as described in the approved AF, in particular as described in the work plan.
2. With the exception of the advance payment, the LP has to present progress reports and a final report within three months from the end of the reporting period (see the timeframe below at par. 5). After the approval of the Progress Report by the JS, the LP has to submit, via the SIU System, an AfR on the basis of the procedure foreseen in Factsheet n. 6 "Project Implementation".
3. 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 and that can be objectively and spatially imputed to the project. All project expenditure must be certified by the FLC authorized body. To this end, the LP has the responsibility to check that the control documents (i.e. certificate of verified expenditure, control checklist, list of expenditure) are correct and complete, ensuring that the expenditure presented by all PPs have been verified by the controllers appointed according to the specificities of the national FLC. The activity part of the report shall inform about the project progress (work packages, deviations in comparison to planned activities, achievement of the project indicators and the envisaged next steps).
4. The LP shall make sure that the project progress is in line with the work plan per work packages, the time schedule and the approved budget, as indicated in the AF.
5. The progress reports and the final report have to be submitted according to the timeframe indicated in the following table: *(table to be adapted to each project according to the relevant Call and timeline)*

| Reporting period | Timeframe | Deadline for drafting and presentation of the Progress Reports/Final Report | Spending forecast (eligible costs to be reported in the given reporting period) |
|------------------|-----------|---|---|
| | | | |





| | | | |
|---|----------------------|-------------|--------------|
| 1 | Nov 2018 – June 2019 | 30/09/2019 | € 472.853,50 |
| 2 | July-Dec 2019 | 31/03/2020 | € 414.912,50 |
| 3 | Jan-June 2020 | 30/09/ 2020 | € 730.612,50 |
| 4 | July-Dec 2020 | 31/03/ 2021 | € 811.280,00 |
| 5 | Jan- Apr 2021 | 15/07/2021 | €167.750,00 |

6. The final progress report is due to the JS/MA three months after the project closure date at the latest. It shall report the last project activities implemented and an added part focused on the main project results and outputs as well as its impact on the cooperation area.
7. In case of deviation from the original spending forecast the MA is entitled to de-commit the project contribution as consequence of the provisions of the Article 16 of the present Contract.
8. After having performed the necessary checks aimed to ensure the accuracy and correctness of the AfR, the MA subject to the availability of funding, and in accordance with art. 132 of CPR, issues the payment of the ERDF contribution to the LP. The MA will also pay the FDR contribution, where due, to the Italian LPs or PPs, according to art. 3.

Art. 13

Withdrawal or recovery of unduly paid-out funds

1. In case the MA or CA discover any unduly paid out funds (e.g. due to administrative errors or irregularities, a breach of contract or infringement of the legal provisions as laid out in Art. 1 of this Contract) or in case the MA is notified of such cases by the AA, they shall, if necessary in consultation with the respective MS concerned and by informing the MC, demand from the LP the repayment of the subsidy in whole or in part. Further specification are laid out in Factsheet n. 6 "Project implementation".



2. In case factors behind the recovery procedure show violation of the present Contract the MA will consider the termination of the Contract as last resort (see Art. 22 of this Contract). In any case the partnership will be heard before taking a final decision on the termination of the Contract.

Art. 14

Information and communication

1. Any notice of publication by the project must specify that the project has received a subsidy from the Programme funds. In any public material used to promote or disseminate the project activities, whether printed or electronically available, the use of the Programme logo and the EU emblem (flag) together with reference to the EU and ERDF is mandatory in compliance with the requirements set in the Programme and operational documents.
2. The JS/MA shall be authorized to publish, in whatever form and on or by whatever medium, including the internet, the following information:
 - the name and identification data of the LP and its PP(s);
 - the purpose of the subsidy;
 - the total project budget (ERDF contribution + National co-financing + other public and private funding + PPs own resources);
 - the geographical location of the project;
 - summary description of activities carried out included in the Progress Reports and the Final Report.
3. The LP is obliged to inform the JS/MA on possible sensitive/confidential issues that cannot be published in the Programme newsletters and website.





4. The LP and each PP is obliged to ensure that at least basic information about the project (aims, partners, amount of funding and its source, description of activities) is available during project implementation and to closely apply all the rules related to Communication available in the Factsheet n. 8 "Project Communication". Once the project is concluded, this information must include the main results and outputs available for dissemination.

Art. 15

Project changes and amendments to the Subsidy Contract

1. The LP shall be allowed to carry out project changes under the conditions set out below.
2. Changes in the budget are allowed as long as the maximum amount of ERDF contribution awarded is not exceeded. The LP is allowed to carry out minor budget reallocations between work packages, budget lines and PPs according to the flexibility provisions as set up in Factsheet n. 6 "Project Implementation". Content-related minor changes shall be reported and justified within the progress reports.
3. Budget related changes exceeding the flexibility provisions as set up in Factsheet n. 6 "Project Implementation" and content-related changes that are resulting in major changes in the project's activities, outputs and/or results, require the prior and official approval of the MC. These changes shall be reported to the MA/JS and described in a well-founded request for the envisaged changes and a revised AF. All these kinds of project changes will only enter into force after the approval by the MC has been given.
4. Changes in the project partnership require the prior approval of the MC and shall be described in a request for change and revised AF, which have to be submitted to the MA/JS. The LP is aware of the fact that the MA is entitled to withdraw from this Subsidy Contract if the minimum number of project partners is no longer ensured. If a reduction of the project participants would consist in a change in the evaluation result of the project, a re-approval by the MC is





necessary. Until this decision is made by the MC, the LP and PPs shall stop any payments for activities that result in costs related to the project.

5. Amendments and supplements to this Contract as a consequence of the project changes, are required in the following cases:

- Modification of budget (reallocation above the allowed flexibility rules and reallocations between PPs);
- Changes in the content of the project (including additional or reduced project activities, deliverables and outputs), main characteristics of planned outputs and investments, project objectives and results (going beyond a mere adjustment of the work plan);
- Changes in the partnership (e.g. withdrawal, replacement of a partner);
- Prolongation of the project duration.

In case such change is approved by the MC, the Subsidy Contract and the AF of the project are to be amended accordingly, following the provisions as laid out in the Factsheet n. 6 "Project Implementation".

Article 16

De-commitment

1. According to Article 136 of Regulation (EU) No 1303/2013 the European Commission shall automatically de-commit any part of a budget commitment of a Programme that has not been used by 31 December of the third year following the year of budget commitment. This de-commitment risk on Programme level is consequently considered on project level.
2. Based on the fact that the payments by the European Commission to the MA/CA will only be made in accordance with the corresponding budget commitments, the LP must report on the





expenditure as foreseen in the financial plan of the AF for each reporting period.

3. If financial performance does not meet the forecast as approved in the AF, the project may be subject to de-commitment as specified in Factsheet n. 6 "Project Implementation".

Art. 17

Revenues

1. Earnings generated during the project implementation phase 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 EU Regulation N. 1303/2013 and provisions set out in Factsheet n. 6 "Project Implementation". The LP undertakes to contractually forward these stipulations to its project partners.

Art. 18

Durability and ownership of project outputs and results

1. Ownership, title, industrial and intellectual property right related to the results of the project shall, depending on the applicable national law and/or the PA, rest with the LP and/or PPs.
2. If the project envisages infrastructures or productive investments it is subject to the provisions of Article 71 of CPR Regulation. 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 met.
3. The LP ensures, through the PA, that results and outcomes of the project are joint property of all PPs. The PA also ensures that the specific national rules and instructions relevant for the ownership rights (title, intellectual and industrial property rights) of the project outcomes and results are taken into account when necessary.





4. The LP ensures that the results of the project, especially any study, analysis or database produced during the implementation shall be made available to the public in the Programme official web site, in open format, in order to guarantee a widespread dissemination of the project's outcomes in accordance with the approved AF.
5. The MA reserves the right to use the outputs and results for information and communication actions 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. 19

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 in original and possibly on customary data storage media (in the form of digital copies, microfiches and electronic versions) in a safe and orderly manner for 4 years after the closure of the project. Longer statutory retention periods stated by national law remain unaffected. Additional information are available on Factsheet n. 6 "Project implementation".
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. The maintained and updated records/lists are made available to the JS/MA.
3. In addition LP/PPs must assist the MA to comply with document retention requirements and with all the other formalities required under any applicable State Aid rules in force (e.g. registration in the National State Aid Register). Where projects are operating under a 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. Such records must be kept for 10 years after the last aid is granted under the scheme.

Art. 20

Assignment, legal succession

1. The MA is entitled at any time to assign its rights and duties. In case of assignment the MA will inform the LP without delay. In case of legal succession the MA is obliged to transfer all duties under the present Contract to the legal successor.
2. The LP is in exceptional cases and in well-founded circumstances allowed to assign its duties and rights under this Contract only after prior written consent of the MA and the MC. The procedure is further specified in Factsheet n. 6 "Project Implementation".
3. Where according to national laws the legal personality does not change and where all assets of the LP or 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 MC is not necessary. The LP, however, will submit related information together with all documents that are necessary to analyse the legal case in due time to the MA/JS. If the MA/JS come to the conclusion that 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 Article 15 has to be initiated.
4. In case of assignment or any form of legal succession of a LP or PP the LP or 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 as requested in the Programme documents have to be forwarded by the LP.

Art. 21





Complaints and litigation

1. Any complaints against acts, omission and/or decision of the MA/JS during the project implementation phase or by the MC decisions on the basis of the present Contract shall be submitted by the LP on behalf of the partnership to the MA for the examination as indicated in FS6 "Project implementation".
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.
3. Further specification on the complaint procedures set-up for the Programme are laid out in Factsheet n. 6 "Project Implementation".
4. This Contract is governed by and construed in accordance with the laws of the Republic of Italy. Before instituting court proceedings, generally the parties agree to find an amicable and mutually acceptable solution. In the absence of amicable settlement and in case of litigation the legal proceedings will be held in Italy; the venue is the Civil Court in Venezia.

Art. 22

Termination and repayment

1. The MA is entitled, in whole or in part, to terminate this Contract and/or to demand repayment of subsidy in any of the following circumstances:
 - a) the LP has obtained the subsidy through false or incomplete statements or through forged documents;
 - b) the LP and PPs receive additional funding from the European Union for all or part of the project expenditure reported under the Programme during the period of the implementation of the project;





- c) the project has not been or cannot be implemented, or it has not been or cannot be implemented in due time;
- d) the project has not started in due time and even a written reminder by the MA/JS remains unsuccessful;
- e) a change has occurred (e.g. with regard to nature, scale, ownership, cost, timing, partnership or completion of the project) and managed by the LP without following the provisions as set out at Article 15 of this Contract, that has put at risk the achievement of the results planned and stated in the latest version of the approved AF;
- f) the LP has failed to submit required reports or proofs, or to supply necessary information provided that the LP has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements and has failed to comply with this deadline, as stated in Article 12;
- g) the LP has infringed its duty to ask for prior written approval where indicated by this Contract or has failed to immediately report events delaying or preventing the implementation of the project funded or any circumstances that mean a change of the disbursement conditions and frameworks as laid down in this Contract;
- h) the LP or its PPs obstructed or prevented the financial control and auditing procedures as indicated at Article 11 of this Contract;
- i) the amount of funding awarded has been partially or entirely used for purposes other than those agreed upon;
- j) insolvency proceedings are instituted against the assets of the LP or one of the PPs or insolvency proceedings are dismissed due to lack of assets for cost recovery or the LP or one of the PPs closes down or liquidates, provided that this appears to prevent or risk the achievement of the project objectives;





- k) the provisions related to income and revenues as mentioned in this Contract are infringed or the LP does not make available the outputs to the MA;
 - l) exceeding the permissible limits of the funding regulations the LP wholly or partly sells, leases or lets the project outputs/results to a third party;
 - m) the ownership of project outputs having the character of investments in infrastructure or productive investments did not remain with the concerned LP and/or PPs for the timeframe and under the conditions set in Article 71 of Regulation (EU) No 1303/2013;
 - n) the LP and/or 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) as well as in compliance with Article 3(3) d) of Regulation No 1301/2013;
 - o) the LP has failed to fulfil any other conditions or requirements for assistance stipulated in this Contract and the provisions it is based on.
2. Prior to or instead of terminating the Contract, the MA may suspend payments as a precautionary measure, without prior notice. This measure shall be lifted as soon as the reasons for such measures cease to apply or requested proof can be furnished.
3. If the MA exercises its right of termination and the LP is demanded full or partial repayment of amounts already paid, the LP is obliged to transfer the repayment amount to the MA. The repayment amount is due within the date as stated in the letter by which the MA asserts the repayment claim.
4. If the MA exercises its right of termination, offsetting by the LP is excluded unless its claim is undisputed or recognized by declaratory judgment.





5. After termination of this Contract, the LP's obligations and liabilities remain. Bank charges incurred by the repayment of amounts due to the MA shall be borne entirely by the LP. If any of the circumstances indicated in the aforementioned par. 1 occur before the full amount of subsidy has been paid to the LP, payments may be discontinued and there shall be no claims for payment of the remaining amount.
6. Any further legal claims shall remain unaffected by the above provisions.

Art. 23

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this Contract, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this Contract and affecting the project performance, including, for instance, anomalies in the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.
2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this Contract, the LP shall notify the MA/JS without delay, stating the nature, likely duration and foreseeable effects.
3. If the MA is subject to force majeure liable to affect the fulfilment of its obligations within the framework of this Subsidy Contract, it shall notify it to the LP without delay, stating the nature, likely duration and foreseeable effects.
4. Neither the MA nor the LP or 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. 24

Concluding provisions

1. According to the Italian Law, the present Contract is subject to the official internal registration at the responsible Office of the Veneto Region (Ufficiale Rogante).
2. According to the Italian fiscal regulation, VAT treatment and the stamp duty do not apply as the subsidy of the present Contract does not consist of a payment due amount.
3. According to the Italian Law, the present Contract is subject to registration only in the event of its use, in accordance with the art. 4 "Tariffa parte seconda" of the Italian Presidential Decree n.131/86 and in fixed measure, as regards the stamp duty, with the article 16 of the Annex B of the Italian Presidential Decree n. 642/1972.
4. All additional expenses, charges and taxes deriving from entering into, and executing, the present Contract shall be borne by the LP.
5. The specific requirements set by the legal framework of this Contract concerning e.g. archiving, ownership rights, generation of revenues, audit trail, audit and publicity measures are valid for the LP and PPs beyond the expiration date of the Subsidy Contract.
6. If any provision in this Contract should be wholly or partly ineffective, the parties will replace 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 Contract the parties concerned will agree on aiming to find a mutual consent on the issue.





7. For matters not expressly provided in the present Contract the parties submit to the laws in force as listed in the legal framework herein and, where applicable, to the Italian Civil Code.

Article 25

Binding documents

The following AF is binding and it is the reference document of the Contract:

- I. The project AF as approved in compliance with the decision of the MC of the 19th and 20th of July 2018 – version of 27/11/2018 submitted on 05.12.2018 (ID request: 10165981).

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.

Article 26

Entry into force and expiration

1. The present Contract shall enter into force as from the date of signature by the MA.
2. The LP must submit the signed Subsidy Contract to the MA within 30 days from the date of receiving of the Contract by the MA.
3. The Contract is signed digitally where due and whenever possible or, if not possible, with hand-written signature in three original copies of which one is kept by the LP and two by the MA.
4. Without prejudice to the provision concerning the implementation of the project and the eligibility of expenditure as well as to the rules governing State Aid, this Contract shall remain into force until the LP has discharged in full its obligations towards the MA in accordance with obligations on availability of documents as defined in Article 140 of Regulation (EU) No





1303/2013.

Place, date:

Place, date:

For the MA of Italy-Croatia CBC Programme,

For the Lead Partner,

Name and function

Name and function

Silvia Majer, Director

Donato Toma, President

Signature and Stamp

Signature and Stamp



Silvia Majer**Firma valida**

La Firma è in formato p7m

Data-ora di firma dichiarata dal firmatario :22/01/2019 08:36:54 UTC

Il certificato è attendibile

Verifica alla data 23/01/2019 11:17:08 CET

Il certificato non risulta revocato**Il certificato ha validità legale**

Il certificato è conforme alla direttiva europea 1999/93/EC.

Il certificato è conservato dalla CA per almeno 20 anni.

La chiave privata associata al certificato è memorizzata in un dispositivo sicuro conforme alla direttiva europea 1999/93/EC.

Dettagli certificatoNome e Cognome del soggetto: **Silvia Majer**

Codice fiscale: |

Società: **NON PRESENTE**

Nazione: IT

Numero di serie: **31dd9b**Autorità emittente: **InfoCert Firma Qualificata 2**Utilizzo chiavi: **nonRepudiation**Policies: **1.3.76.36.1.1.1;CPS URI: <http://www.firma.infocert.it/documentazione/manuali.php>; 1.3.76.24.1.1.2;**Validità: dal **11/01/2017 08:14:05 UTC** al **11/01/2020 01:00:00 CET**

Il certificato è qualificato

Il certificato è valido



Appendice A**A.1 Certificati delle autorità radice (CA)****A.1.1 InfoCert Firma Qualificata 2**

Nome e Cognome del soggetto: InfoCert Firma Qualificata 2

Nazione: IT

Numero di serie: 01

Validità: dal 19/04/2013 14:26:15 UTC al 19/04/2029 17:26:15 CEST

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

*Il presente allegato
è composto da 18 fasciate*