



## TERRAGIR<sub>3</sub> PROJECT

### AGREEMENT FOR THE PROMO-COMMERCIALISATION OF THE GREEN&BLUE TOURISM OFFERS

This Agreement (the “Agreement”) is dated as of .....by and between ....., trading name....., registered name....., address of registered offices....., business number....., name of authorised officer with power of attorney ..... (“Organisation”).

and

Regione Liguria, legal head office in Genoa, P. IVA 00849050109, authorised officer Dirigente del Settore Servizi alle Imprese agricole e Florovivaismo (i.e. Manager of the “Rural & floral farming businesses services” department) GLORIA MANARATTI, C.F. MNRGLR64C68D969K, with power from attorney as for the formalisation of this agreement under DGR n. 96 dated 21/02/2018 (“Regione”);

### RECITALS

- Regione, within the frame of the “Interreg V-A Italy-France MARITTIMO (Maritime)” Cooperation Programme, approved through European Commission decision C (2015) n.4102 dated 11/08/2015, adhered, among others, to the TERRAGIR<sub>3</sub> project;
- The goal of the Terragir<sub>3</sub> project is to increase the competitiveness of SMEs of the tourism sector as well as the attractiveness of marginal and island areas of the cross-border area while supporting joint systems for the positioning and promotion of innovative tourism products through:
  - The promotion of rural integrated tourism offers,
  - The safeguard of product quality and the promotion of food education,
  - The valorisation of the territory’s typicality and excellences,
  - The support to the development of experiential tourism,
  - The promotion of sustainable, green&blue tourism,
  - The strengthening of commercial and entrepreneurial effectiveness as regards the sectors of reference of the project.
- Regione, with the support of the Ligurian Chambers of Commerce and tourism marketing experts, has selected more than 50 businesses (*agriturismi*, educational farms, *ittiturismi*, *pescaturismi*) which supply original experiential tourism offers of good quality standards in terms of welcoming and provision;
- According to the T2 “Ottimizzazione economica e gestionale del Sistema Integrato di Offerta Turistica Green & Blu” component (i.e. Economic and managing optimisation of the



Integrated Green&Blu Tourism Offer System) of TERRAGIR<sup>3</sup>, each partner is to identify a qualified online selling channel (including *dynamic packaging*) for the *green&blue* tourism offers selected within the project;

- In order to grant fast and vast visibility to the offers selected in the Ligurian territory, Regione decided to involve in the promo-commercialisation phase Italian and foreign organisations from the travel trade industry, qualified in the promotion and marketing of rural experiential tourism offer *on-line and off-line*;
- To this end, Regione issued an invitation for Expressions of Interest aimed at identifying qualified Italian and foreign organisations from the travel trade industry, in order to activate a cooperation - without any financial implications for both parties – for the promotion and marketing *on-line and off-line* (including *dynamic packaging*) of the *rural experiential* tourism offers selected within the TERRAGIR<sup>3</sup> project;
- According to procedure, in order to activate the promo-commercialisation of experiential offers organisations are to sign this Agreement with Regione;
- (name of organisation)\_\_\_\_\_ was selected in the frame of the aforesaid process, as compliant with the stated requirements.

\* \* \*

#### **Art.1**

(Preamble)

Preamble and attachments represent an essential part of this Agreement

#### **Art. 2**

(subject)

(name of organisation)\_\_\_\_\_ and Regione Liguria convene to undersign this agreement with a view to the promo-commercialisation of the experiential tourism offers selected within the TERRAGIR<sup>3</sup> project;

#### **Art. 3**

(Signatories in charge of application)

Signatories in charge of application of this Agreement:

- for Regione Liguria, the Dirigente del Settore Servizi alle Imprese agricole e Florovivaismo or officer with power of attorney;
- for \_\_\_\_\_ (name of company) \_\_\_\_\_  
Ms/Mr \_\_\_\_\_

#### **Art. 4**

(Regione Liguria- obligations )

Regione Liguria, for the duration of the agreement, will provide (name of the organisation) \_\_\_\_\_ with



- **digital handbook** dedicated to experiential rural tourism in Liguria (see introduction in attachment D), expressly designed for the TERRAGIR3 project: the handbook (translated in English and in French) contextualises and sets out fact sheets and details of a representative selection of tourism experiences provided by the *aziende agricole* (i.e., farming businesses) selected within the frame of the project;
  - Access credentials to the **database** of all the experiences selected within the frame of the project. Regione Liguria provides a list of more than 120 qualified and selected rural tourism experiences. Through time this dynamic database will be enriched with new experiences, verified by Regione Liguria;
  - The link to attend the **dedicated webinar**, led by the experts who have collaborated at the selection of experiences and by the ITC engineers who have designed the database. The webinar will be held within DATA. After that date, recordings will be available.
- listing of link to the website of the selected organisation in the specific section of the official [www.lamiaLiguria.it](http://www.lamiaLiguria.it) website, as well as in the section of the *LamiaLiguria app* dedicated to experiential tourism

### Art. 5

(name of organisation \_\_\_\_\_ - obligations)

(name of organisation) \_\_\_\_\_ for the duration of the project will:

- a) comply with all applicable planning, tax, insurance (including public liability insurance) transportation (including licensing), safety, consumer protection and other legal and regulatory requirements referring to the organisations offering tourism services
- b) grant, for the duration of the Agreement, the quotation of the Terragir3 project (as in scheme C) in all the communication related to the experiential rural tourism offers outlined in this Expression of Interest .
- c) deem confidential and not divulge access credentials to the database, digital handbook and link to webinar to other organisations of the travel trade industry including those not selected within the proceedings issued by Regione;
- d) communicate as soon as possible any change related to their own offer promotional-commercialisation system (especially links to website) to Regione

### Art. 6

(validity of agreement)

The validity of this agreement is 1 (one) year, starting from the date of its formalisation. It is automatically renewed for another year, except in case of cancellation (at least 60 days before closing date) by one of the two parties.

### Art. 7

(not onerous agreement)

This agreement does not imply any financial obligations for both parties .



### Art. 8

(termination)

The organisation can terminate the agreement before its expiration. Termination is to be communicated to Regione.

Termination will imply the cancellation of the database access credentials, cancellation of the links listed in the afore mentioned Regione's websites and prohibition to market offers using the graphic symbols of the Terragir3 project.

The obligation to keep the digital book confidential and not divulge it to other organisations of the travel trade industry including those not selected within the proceedings issued by Regione remains active.

### Art. 9

(Modifications)

This agreement can be modified only through written declarations, signed by all parties.

### ART 10

Data Protection

Data protection regulation complies with Art 13 of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

### Art. 11

Jurisdiction

Any controversy, claim or dispute between the parties hereto concerning this Agreement shall be settled by the Genoa courts

Date

Regione Liguria by

(name of organisation) ..... by