

MEMORANDUM OF UNDERSTANDING

on

Adriatic-Ionian Maritime Passenger Transport Observatory

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Between the undersigned:

- Regione Autonoma Friuli Venezia Giulia, Direzione Centrale infrastrutture e territorio (IT)
- INFORMEST (IT)
- University of Ljubljana - Faculty of Maritime studies and Transport (SL)
- RAM - Rete Autostrade Mediterranee (IT)
- Port of Bar hld.c. (ME)
- KIP - Intermodal transport cluster (CR)
- Region of Epirus / Regional Unit of Thesprotia (GR)
- Albanian Institute of Transport (AL)
- Sarajevo Economic Region Development Agency (SERDA) (BH)

PREAMBLE

Whereas the *Capitalisation of Transport models in Adriatic Ionian network for supporting EUSAIR development* (CAPTAIN) is an European Project, co-financed by the IPA Adriatic Cross-Border Cooperation Programme 2007-2013, aimed to improve accessibility and mobility across Adriatic-Ionian area and its hinterland, through the development of sustainable, safe, crossborder integrated transport services and the improvement of infrastructures related to those new services,

whereas among the aims of CAPTAIN Project there is the establishment of the Observatory on the Maritime Passenger Transport (and connections from ports to hinterland) in the Adriatic Ionian area as capitalization of a cross-border agreement of EA SEA-WAY Project,

whereas among the aims of CAPTAIN Project there is the contribution to the promotion of a joint policy of common actions for Adriatic Ionian mobility to the EUSAIR strategy for maritime transport,

whereas, during the CAPTAIN Project, the Parties successfully realised the Observatory Charter in view to the establishment of the Observatory into a permanent service through agreements with stakeholders, political involvement and funding,

whereas the Parties need to create a legal framework to continue their cooperation and the activities of the Observatory until the establishment of a permanent organization,

whereas the term of CAPTAIN Project is set for the 30th November 2016 and the Parties, acknowledging the relevance of the network established and the data collected, intend to continue in the long term the cooperation for the development of the Observatory after the Project-end.

Therefore, desirous of strengthening and deepening their relations and enhancing their capacity to implement a joint policy on passenger mobility and to promote Adriatic-Ionian basin as a destination in whole, providing expertise and being a key-player for change in terms of improvement and integration between ports and their hinterlands in relation to the passengers transport system, in consideration of the preamble and the mutual Covenants and conditions established herein,

THE PARTIES AGREE AS FOLLOWS:

1. Mission of the Observatory

The Adriatic-Ionian Maritime Passenger Transport Observatory (hereinafter Observatory) is an instrument created within CAPTAIN Project in order to:

- i. **promote territorial and cross-border cooperation** for an integrated and sustainable passenger mobility system in the Adriatic-Ionian basin,
- ii. **influence on the political bodies** presenting common interests and proposing common solutions on specific issues,
- iii. **reflect and propose on legislative issues.** The task of reflecting on the legislative context influencing the Members, should therefore take place aside, and as a complement to the activities directly targeted to influence the political bodies. It will probably precede the practical “lobby activities” targeting the political bodies;
- iv. **reflect and propose on technical issues** that will develop propositions related to technical evolutions and changes, by presenting scientific studies and reports of the technical experiences.

2. Scope

With the present Memorandum of Understanding the Parties agree to cooperate for the Observatory establishment and will continue the related activities for at least two years from the entry into force of the present Memorandum.

The Parties acknowledge that during the term of the present Memorandum they shall conduct the negotiation for the establishment of a permanent organization that will allow the continuation of the on-going cooperation and the development of the Observatory and its activities in the long term. At this purpose, the present agreement provides a temporary framework for the management of the aforesaid activities until the date of the establishment of the permanent organization. The negotiation will be conducted with discussions, exchange of opinions and information, meetings and any other useful instrument to reach an agreement between the Parties.

The Parties undertake to participate actively to the negotiation and to make any effort is required to reach the purpose of the present Memorandum.

3. Management Committee

With the present Memorandum the Parties agree to establish a Management Committee composed of representatives of each signatory Party. All the signatory Parties have equal right to vote. The Management Committee shall be in charge with the management of the Observatory's activities, the coordination of the Parties and the promotion of the negotiation between the Parties for the establishment of the permanent organization.

The Management Committee is also responsible for the management of the data and the information collected and processed by the Observatory and it may set the rules and conditions for their usage. The Management Committee may establish subcommittees, composed by representatives of the Parties with specific competences (i.e. Technical Working Tables) for the performance of specific activities.

The Management Committee shall meet periodically and the meetings shall be hosted by the Parties on a rotation basis. The meetings must have representatives of the majority of the Parties to be quorate, that may participate in person or by proxy of another representative. The representatives are moreover allowed to participate to the meetings by video, electronic or any other technological means that will consent to express the will of the Parties. If the number of representative required is not reached, the meeting will be postponed to an alternative mutually agreed date.

All the financial decisions, as well as the approval of the acceding parties and the amendments of the present Memorandum, shall be taken unanimously by all the signatory Parties. Any other decision can be taken by the Management Committee by majority of voting Parties.

The Management Committee will appoint, if appropriate, a Coordinator chosen from among the Parties, responsible to maintain the functioning of the activities acting in behalf of the Parties.

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4. Obligations and Rights

The Parties shall make any effort is necessary to the implementation of the present Memorandum and the furthering of its scope.

In particular, the Parties shall:

- contribute to the continuation and the development of the Observatory's activities with the resources and the means at their disposal;
- participate to the meetings of the Management Committee;
- participate to the negotiation for the establishment of the permanent organization;
- share all the information and data useful for the purpose of the Observatory.

Signing the present Memorandum, the Parties have the right to:

- participate and vote in the meetings of the Management Committee, through representatives;
- have free access to information and data collected and processed by the Observatory,
- sign the agreement (open agreement) that will establish the permanent organization, with the content negotiated by the Parties.

The present Memorandum does not prejudice the possibility for the Parties to conclude further agreements related to the objects of the Memorandum, with due regard for the rules set forth herein.

5. Funds

The Parties undertake to contribute financially to the implementation of this Memorandum, as established unanimously, through the commitment to raise EU funds for future specific activities that will be decided in the framework of the Management Committee.

6. Data and Information

All the data and the information collected and elaborated by the Observatory (in particular, but not exclusively: legislation, guidelines, projects/studies related to port operations, custom procedures, port formalities, safety/security issues, recommendations, best practices, trade and transport statistics) are at the disposal of the Parties for their own use only. The Parties may disclose data and processing information to third parties at the conditions established by the Management Committee. This clause shall not apply if the data are: publicly known; already

known to the receiving Party, or disclosed by another party to a third party without restriction or, in general, already published on the website for the benefit of stakeholders.

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7. Signature and Force

The present Memorandum shall enter into force with the signature of nine Parties. Any other Party may undersign the present Memorandum at any time thereafter, without prejudice the decisions taken thereto.

8. Procedure of admission of further Parties

The Parties agree to open the accession of the present Memorandum to further individuals and organizations that may contribute to the development of the Observatory through their knowledge and experience, like public administrations (national, regional, municipal), port authorities, companies managing maritime passenger transport terminals and services, development agencies, research and academic institutions, as well as logistics and transport and tourism sector players and other economic actors.

The application for the accession shall be submitted in writing to the Management Committee, which shall verify the requirements and decide on the request. The accession of new Parties shall be approved by all the signatory Parties unanimously. With the submission of the application, the acceding Party agrees with the terms of the present Memorandum and declares to accept the decisions taken thereto by the other Parties. The accession confers to the acceding Party the same rights and obligations as for the other Parties to the present Memorandum.

9. Withdrawal and termination

With the signature of the present Memorandum, the Parties undertake to pursue its aims and respect its conditions. Every Party has the right to withdraw from the present Memorandum by written notice.

The Parties can unanimously decide to terminate this Memorandum if the scope has become impossible or they cannot continue the Observatory's activities for any other reason.

10. Duration

This Memorandum shall remain in force for two years from the date of its entry into force; this term may be renewed by prior written agreement between all the Parties. Where the negotiation for the establishment of a permanent organization is concluded before the term of two years, the present Memorandum will be considered as terminated with the signature of

the new agreement (open agreement), resulting from the negotiation, that will establish the permanent organization and will provide the rules for the continuation of the Observatory's activities.

11. Amendment

Any extension or modification of the present Memorandum requires a written addendum signed by the duly authorized representatives of all the Parties.

12. Disputes and applicable law

With reference to any disagreement or difference of opinion among the Parties on the interpretation of the present Memorandum or any other issue to it related, the Italian law shall apply. The Court of Rome shall have exclusive jurisdiction to resolve any dispute arising out from or being in relation to this Memorandum.

The present Memorandum of Understanding consisting in 15 (fifteen) pages is drawn up in copies.