

Codice A20000

D.D. 27 dicembre 2017, n. 737

D.G.R.n. 43-6149 del 15/12/2017. Partecipazione della Regione Piemonte all'iniziativa 'Joint Promotion Platform' per l'anno del turismo 2018 UE-Cina (ACTY), promossa dalla Commissione Europea in collaborazione con "European Travel Commission". Spesa Euro 244.225,00. sul capitolo 140699/2017.

(omissis)
IL DIRETTORE
(omissis)
determina

di prendere atto di quanto disposto con Deliberazione della Giunta Regionale n. 43-6149 del 15 dicembre 2017, con cui è stata accettata l'adesione al Joint Promotion Platform (JPP) per l'anno UE-Cina del Turismo (ECTY 2018) cofinanziato dalla Commissione Europea e gestito dalla European Travel Commission e confermato con Prot. Pec 16939/2017;

Di approvare il contratto con la European Travel Commission e la D.M.O. Piemonte Marketing s.c.r.l. allegato, quale parte integrante e sostanziale, della presente determinazione;

di impegnare, in relazione alla partecipazione della Regione Piemonte alla JPP per l'anno Europa Cina 2018, un importo complessivo di € 244.000,00 (o.f.i.) ha favore di European Travel Commission (ETC), quale soggetto esecutore del progetto, che trova copertura sul capitolo 140699 (Missione 07, Programma 1), del bilancio 2017 – 2019, imputabili nell'esercizio 2017.

Di impegnare la somma di € 225,00 da versare all'Autorità Nazionale Anticorruzione (codice beneficiario 297876) in relazione all'art. 1 comma 67 della Legge n. 266 del 23/12/205 e quantificato con delibera della stessa autorità n. 1377 del 21/12/016;

Di dare atto che il soggetto attuatore, cofirmatario del contratto, è la D.M.O. Piemonte Marketing s.c.r.l. società in House.

Di dare atto che la spesa di € 244.000,00, importo che rientra nelle operazioni ai sensi dell'art. 17, del D.P.R. 633/72, è così suddivisa:

€ 200.000,00 a favore del soggetto organizzatore European Travel Commission (cod. beneficiario 346016);

€ 44.000,00 da versare direttamente all'Erario - (IVA 22% - codice beneficiario 66374);

di dare atto che al capitolo di Bilancio 140699 è associata la seguente transazione elementare:

Conto finanziario: U.1.03.02.02.005

Transazione Unione europea: 8 [spese non correlate ai finanziamenti dell'Unione Europea]

Ricorrente: 4 [spese non ricorrenti]

Parametro sanitario: 3 [spese della gestione ordinaria della Regione]

Dirigente Responsabile: Paola Casagrande

Modalità individuazione beneficiario: procedura negoziata senza previa pubblicazione del bando di gara di cui all'Art 63 comma 2 lettera b del D. Lgs 50/2016

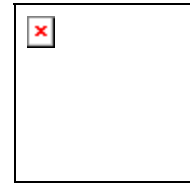
Avverso la presente determinazione è ammesso ricorso al TAR Piemonte a 60 giorni dalla comunicazione della presente o ricorso straordinario al Capo dello Stato nel termine di 120 giorni dalla comunicazione.

La presente determinazione sarà pubblicata sul B.U. della Regione Piemonte ai sensi dell'art. 61 dello Statuto e dell'art. 5 della legge regionale 12 ottobre 2010, n. 22 "Istituzione del Bollettino Ufficiale telematico della Regione Piemonte".

Ai sensi dell'art. 23 comma 3 del D.lgs. n. 33/2013 e s.m.i. si dispone la pubblicazione sul sito della Regione Piemonte, Sezione "Amministrazione Trasparente", dei seguenti dati:

Il Direttore Regionale
Paola Casagrande

Allegato



DRAFT CONTRACT

BETWEEN

REGIONE PIEMONTE (Adherent Subject)

DMO Piemonte Marketing (Actuator Subject)

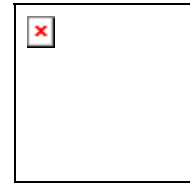
AND

EUROPEAN TRAVEL COMMISSION

Whereas **Regione Piemonte, Assessorato alla Promozione della Cultura, del Turismo e dello Sport** (hereinafter referred to as "**Piemonte Region**"), headquarters in Torino and represented by Paola Casagrande, is the Regional Department in charge of the promotion of Culture, Tourism and sports and is the Adherent Subject of this contract

Whereas **DMO Piemonte Marketing** (hereinafter referred to as "**Piemonte Marketing**"), headquarters in Torino and represented by Alberto Ansaldi, is the regional tourism agency of Piemonte, and the Actuator Subject designated by Piemonte Region of this contract.

Whereas the **European Travel Commission**, (hereinafter referred to as "**ETC**"), headquartered in Brussels and represented by Mr Eduardo Santander, is a non-profit organisation established in 1948 to promote Europe as a tourist destination in long-haul markets. ETC's members are 33 National Tourism Organisations (NTOs) in Europe including Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Slovakia, Slovenia, Spain, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, the Netherlands and Turkey. ETC has received funding from the European Commission (contract #SI2.766741) for promoting Europe in China in the framework of the



2018 EU-China Tourism Year.

PIEMONTE REGION, Piemonte Marketing and ETC have agreed as follows:

Article I: Definition

1.1 In this contract, unless the context otherwise requires:

“Joint Promotion Platform” means a series of large marketing campaigns targeting China during the 2018 EU-China Tourism Year, jointly financed by ETC, the European Commission, EU regions and private partners.

“China” means the People’s Republic of China, for the purpose of this contract, including Hong Kong Special Administrative Region and Macau Special Administrative Region.

“Cooperative marketing” means marketing approach designed to promote a theme, product or service by associating of resources form compatible brands. The cooperative marketing programmes are targeted towards both the travel trade and end-consumers in China. All programmes are designed to support activities marketing European and trans-European products linked to cultural tourism, including gastronomy and creative industries; natural heritage and coastal and maritime tourism inter alia.

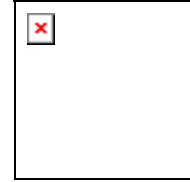
“Package for Regions” means the total and indivisible list of marketing opportunities made available by ETC for the EU regions (see Annex I).

Article II: Scope of Contract

2.1 The purpose of this contract is to discuss the participation of the Piemonte Region in the Joint Promotion Platform. The parties agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this contract, in order to implement the scope set below.

2.3 The Parties are entering into this contract to set out their basic understanding for the following objectives related to the Project:

(a) Increase awareness of Europe as a unique travel destination within the mind of Chinese consumers;



- (b) Build strategic partnerships with key players in the Chinese travel market;
- c) Educate Chinese travel trade and consumers;
- d) Provide a premium business platform for market development for European destinations and SMEs;
- e) Encourage positive media coverage of European destinations, and generate positive PR;
- f) Raise engagement level with pan-European travel content.

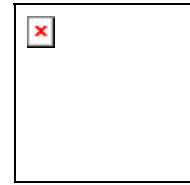
Article III: Responsibilities of the parties

3.1 In pursuit of the aforesaid objective, ETC hereby agrees to:

- (a) create different opportunities for Piemonte Region and Piemonte Marketing to participate in the cooperative marketing programmes developed as part of the Joint Promotion Platform that tap into the potential of the Chinese outbound travel market.
- (b) provide access to Piemonte Region and Piemonte Marketing to the joint activities at European level that are not feasible on a single basis (package for regions).
- c) grant recognition to the Piemonte Region as an official partner of the 2018 EU-China Tourism Year.

3.2 In pursuit of the aforesaid objective, Piemonte Regions and Piemonte Marketing hereby agree to:

- (a) actively participate in the cooperative marketing programmes prepared by ETC, liaising with the ETC team in order to ensure that all necessary support (promotional materials, themes, etc) is available on time in order to make the insertion of Piemonte Region in the promotional campaigns efficient and effective.
- (b) contribute to the Joint Promotion Platform the amount of €200.000 (exclusive of VAT if applicable)



Article IV: Confidentiality

4.1 Unless otherwise stipulated hereunder, the Contracting Parties agree that they shall not, either during the term of this contract or after the termination of this contract for a period of 5 years, disclose or communicate to any third party the Confidential Information without the other Party's express written consent.

4.2 Each Party shall undertake all reasonable steps to minimize the risk of disclosure of Confidential Information. Each Party agrees that while having custody, possession or control of any Confidential Information, or any media containing the same, it shall take all reasonable efforts to secure the Confidential Information and take such reasonable measures as is necessary to prevent unauthorized access to the Confidential Information. Each Party shall use Confidential Information solely for the purpose of performing its obligations as stipulated hereunder.

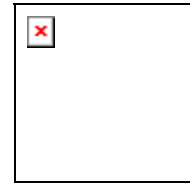
8.4 Nothing in the foregoing shall prohibit or restrict the disclosure of any Confidential Information to any third party as required by law or any regulatory authority to which the Receiving Party is subject, save that in such circumstances it shall as soon as reasonably practicable inform the Disclosing Party of the requirement to make such disclosure with a view to providing the Disclosing Party with the opportunity to object to such disclosure. Should the Disclosing Party fail to make such objection or should any such objection by the Disclosing Party be delayed or unsuccessful, the Receiving Party or its authorized representatives may disclose such Confidential Information but only to the extent required by such law or regulatory authority.

Article V: Public Announcement

5.1 Neither Party shall publicly announce or advertise any part of this contract or proposed Project unless and until mutually agreed in writing between the Parties. The Parties will discuss separately the timing, method and content of any public announcement of the business contemplated by the Project.

Article VI: Non-assignment

6.1 Neither Party may assign or otherwise transfer by succession, in whole or in part, without prior written consent by the other party any of the rights or obligations against the other party under this contract to any third party.



Article VII: Term and Termination

7.1 This contract shall be in full force and effect upon the Commencement Date and continue in force until 31st March 2019.

7.2 Notwithstanding Article 7.1, this contract will be terminated if the final written agreement to implement the Project is made and entered into by and between the Parties.

Article VIII: Relationship of the parties

8.1 Nothing contained herein shall be construed to imply a partnership, joint venture, principal-agent or an employer-employee relationship between the Parties and neither Party has any right, power or authority to create any obligation, expressed or implied on behalf of the other Party.

Article IX: General Provision

9.1 This contract may not be modified, altered or amended except by written instrument duly executed by the Parties.

Article X: Matters Not Specified

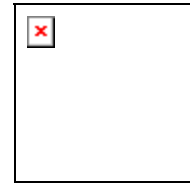
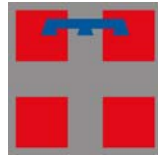
15.1 For any matter not specified in this contract, both Parties shall discuss in good faith to resolve the issue.

Article XI: Governing Law

11.1 This contract shall be governed by and construed in accordance with the laws of Belgium.

Article XII: Counterparts

12.1 This contract is made in three (3) originals which are signed on behalf of each Party by its duly authorized representatives on the day and year first above written. Each original shall be kept by each party.



Signed in On

SIGNED for and on behalf of
European Travel Commission by:

Title: Executive Director

Name: Eduardo Santander

Signature:

SIGNED for and on behalf of
REGIONE PIEMONTE by:

Name: Paola Casagrande

Title: Director Assessorato per la
Promozione della Cultura, del Turismo
e dello Sport

Signature:

SIGNED for and on behalf of
DMO Piemonte Marketing by:

Name: Alberto Ansaldi

Title: CEO

Signature: