

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as the Memorandum) is concluded between

The Priority Actions Programme Regional Activity Centre
(hereinafter referred to as PAP/RAC),

Kraj sv. Ivana 11

HR-21000 Split

Croatia,

represented by the Director, Mr. Ivica Trumbic

and

REGIONE LAZIO

DIPARTIMENTO DEL TERRITORIO

Direzione Regionale Ambiente e Cooperazione tra i Popoli

Viale del Tintoretto, 432

00142 Roma

Italy,

represented by Regional Director, Doc. Raniero De Filippis,

Having regard to integrated coastal zone planning and management know-how acquired as a unique expertise by PAP/RAC (Regional Activity Centre for the Priority Actions Programme),

Having regard to many practical projects completed by PAP in the field of the Integrated Coastal Zone Management, the 'umbrella' activity of PAP/RAC; it is a continuous, proactive and adaptive process of resource management for a sustainable development in coastal areas. .

Having regard to the Sub-project ICZM-MED, approved in the framework of the RFO Beachmed-e, whose main objective is to promote the ICZM in different Mediterranean pilot sites from five regions, from three Mediterranean countries (Greece, Italy and France) and to contribute towards the setting up of a Mediterranean and local integrated management strategy.

Having regard to integrated planning and management of coastal zones as the major tool in the implementation of sustainable coastal development.

Having regard to the statements here above, PAP/RAC will be in charge of the following:

In the framework of the BEACHMED-e Operation and under the terms of this Memorandum, it is hereby agreed that:

1. The general objective of the activities envisaged under this MOU is that PAP will support to ensure a better visibility and use of the BEACHMED-e results. This will be obtained through establishing the links with the Mediterranean Protocol on Integrated Coastal Zone Management; Mediterranean Sustainable Development Strategy, where ICZM and protection of coastal zones are top priority topics; as well as with the Mediterranean ICZM Strategy - Common Regional Framework for ICZM in Mediterranean.

The immediate objective is that PAP/RAC will support the BEACHMED-e Lead Partner in:

- Ensure a better visibility and use of the BEACHMED-e results through establishing the links with the Mediterranean Protocol on Integrated Coastal Zone Management; Mediterranean Sustainable Development Strategy; as well as with the Mediterranean ICZM Strategy - Common Regional Framework for ICZM in Mediterranean.
- Support in connection with other relevant projects: CONSCIENCE and EUROSION.
- Provide support for the presentation and dissemination of the project results. A draft set of beach management guidelines will be developed in the English language, based on recent studies realised by PAP/RAC concerning the state of beach management in the Mediterranean, as well as on the findings of the on-going innovative research in this field. Beach management guidelines will be presented as a component of ICZM reflecting current knowledge on best practice methodology and as an aid to effective management. The results of the BEACHMED-e Operation will be included in the final draft of the Beach Management Guidelines.
- Provide support for proposals that will contribute to the protocol of ICZM in the Mediterranean.

2. Participation in Meetings:

- The representative of PAP/RAC will attend to the meetings of the 3.2 ICZM-MED sub-project that will be held in:
 - June 2007,
 - December 2007 and
 - May 2008, Final Meeting of the Operation
- The cost of the participation (travel and accommodation) to the Meetings will be covered by PAP/RAC.

3. Financial and administrative arrangements:

- The agreed fee for the above mentioned activities is € 8.000. The agreed fee will be paid as follows: :

- (I) 60% at completion of Phase B (June 2007),
- (II) 40% at total completion of the activities

4. The above amounts will be invoiced to:

Regione Lazio
Direzione Ambiente e Cooperazione tra i Popoli
Osservatorio dei Litorali
Viale del Tintoretto 432
00142 Roma (Italy)

5. BEACHMED-e shall pay PAP/RAC the agreed fee to the following bank account:

PAP/RAC ACCOUNT NUMBER: 30000022001
PAP/RAC BANK ADDRESS: SPLITSKA BANKA D.D.
RUDJERA BOSKOVICA 28
HR-21000 SPLIT
CROATIA

SWIFT:

SOGEHR22

IBAN

HR3923300035100200995

6. Without prejudice to paragraphs above, the question of title rights, copyright, royalties and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be agreed upon by BEACHMED-e and PAP/RAC.
7. All correspondence regarding this Memorandum between BEACHMED-e and PAP/RAC should be addressed to:

At PAP/RAC

Mr. Ivica Trumbic, Director
PAP/RAC
Kraj sv. Ivana 11
HR-21000 Split
Croatia
tel: +385 21 340 470
fax: +385 21 340 490
e-mail: ivica.trumbic@ppa.htnet.hr

All correspondence regarding this Memorandum between PAP/RAC and the BEACHMED-e should be addressed to:

BEACHMED-e Operation

Regione Lazio
Direzione Regionale Ambiente e Cooperazione tra i Popoli
Viale del Tintoretto, 432
00142 Roma
Italy

8. PAP/RAC shall indemnify, hold and save harmless and defend at its own expense BEACHMED-e, its officers, agents and employees from and against all suits, claims, demands and liability of any nature of kind, including costs and expenses arising out of negligent misconduct of PAP/RAC or its employees in the performance of the terms of this Memorandum.
9. PAP/RAC shall be considered as having the legal status of an independent contractor. Agents or employees of PAP/RAC shall not be considered in any respect as being officials or staff members of BEACHMED-e.
10. Any controversy of claim arising out of, or in accordance with this Memorandum of breach thereof, shall, unless it is settled by direct negotiation be settled in accordance with UNCITRAL Arbitration Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.
11. This Memorandum shall be in effect from the 1st of June 2007 to the 31st May 2008.
12. This Memorandum may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be fourteen days.

In the event of the Memorandum being terminated prior to its due expiry date in this way, PAP/RAC shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of BEACHMED-e. Additional costs incurred by BEACHMED-e resulting from the termination of the Memorandum by PAP/RAC may be withheld from any amount otherwise due PAP/RAC from BEACHMED-e.

13. No change in or modification of this Memorandum shall be made except by prior written agreement between BEACHMED-e and PAP/RAC. PAP/RAC shall not assign, transfer, pledge, sub-contract or make other disposition of this Memorandum or any part thereof, or of any of PAP/RAC rights, claims or obligations under this Memorandum except with the prior written consent of BEACHMED-e.

Signed on behalf of BEACHMED-e



Doc. Raniero De Filippis
Director

Date: 15 GIU. 2007

Signed on behalf of PAP/RAC

Mr. Ivica Trumbic
Director

Date: - 1 GIU. 2007