



FRea

Frea Project

Joint Action plan - Activity 1.5

“Model of intervention - Toolbox”

Follow up step
Memorandum of Understandings





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1. Follow up step

A memorandum of understanding will be defined and signed by each partner which has the objective to set up their willingness to follow up on the proposed model of services. The agreement will specify the main features of the model.





MEMORANDUM OF UNDERSTANDING

BETWEEN

FRea PROJECT CONSORTIUM (the PROJECT)

AND

**University of Salento (IT), Sviluppo Italia Molise (IT),
People in Focus (AL), New Horizon (MNE)**



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MEMORANDUM OF UNDERSTANDING

ARTICLE 1. PARTIES

This non-binding Memorandum of Understanding (MOU) is entered into on (xx.11.2024) by and between the University of Salento (IT), Sviluppo Italia Molise (IT), People in Focus (AL), New Horizon (MNE) (Other Party) and THE FRea Project Consortium, hereafter referred to as the "PARTIES".

ARTICLE 2. BACKGROUND

The FRea project (From Fictitious to Real hotel ideas for innovative forms of tourism) is funded by the European Union under the Interreg IPA South Adriatic Programme 2021-2027. The overall objective of FRea Project consists of improving the ability in developing an innovative form of tourism, known as "Workation", which is characterized by economic and social effects. FRea Project takes advantage of digital innovations and faces some cultural disparities related to low knowledge of the target markets, needs of supporting tools and weak networks among operators. The Project started on 1 February 2024 and will be completed on 31 January 2025.

The Project is being delivered through trans-national cooperation and collaboration between a Consortium of four organizations in Apulia region in Italy, in Albania, in Montenegro and in the Molise region in Italy. Each territory/region supports a tourism cluster that links their local or regional authority with academic and industry partners. A Partnership Agreement has been signed by all 4 partners, which specifies the relationship among the partners, in particular concerning the organisation of the work between the partners, the management of the Project and the rights and obligations of the partners concerning inter alia liability, access rights and dispute resolution.

The Activity 1.5 of FRea Project focuses on improving integration, sharing experiences and best practices between partners and local tourism stakeholders, also through the signing of a Memorandum of Understandings that will specify the features of the Model of services developed during project activities.

ARTICLE 3. PURPOSE OF MEMORANDUM

The purpose of this Memorandum is to define the cooperation and collaboration between the Other Party and FRea Project Consortium.

The MOU is not intended to be legally binding or to create legal rights or obligations for any party, other than the obligations set forth in this Article 3 and Articles 6, 7, 8 and 9.

It therefore sets out matters of agreed principle and policy, reflecting the spirit of cooperation and collaboration between the Other Party and FRea Project Consortium. The cooperation and collaboration is done in good faith and both parties will try to maximise the cooperation and collaboration possibilities. Both parties will make sure that the mutual cooperation and collaboration is undertaken within the spirit of the rules and regulations specified in FRea Partnership Agreement.

Each Party represents and warrants to the other that (i) it has due authority to enter into and perform this MOU, (ii) its performance of this MOU will not conflict with any other agreement to which it is a Party, and (iii) its performance of this MOU will not conflict with its intellectual property rights ("IPR") policy, or with any other policy or obligation binding upon it that relates to IPR matters.



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Each Party agrees that when it is engaging in any activity hosted by the other Party, the policies of the other Party regarding IPR and confidentiality of that Party will be binding upon it. In the event that the Parties engage in any activities jointly to create any work product, that work product shall be jointly owned, without obligation of accounting one to the other, and no license rights are granted by either Party to the other solely by reason of entering into this MOU. Each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential, for official use only, or otherwise non-public, in a manner consistent with such designation.

The Parties agree to be open and exchange extended information about their organisations, participants and their cooperation networks within the interests of the FRea Project. They also agree to act professionally vis-a-vis received information and to preserve confidentiality of the other party.

It is agreed by both parties that Press Releases and all other communication and dissemination activities related to the cooperation and collaboration will be handled together in the collaborative and suitable manner for both parties benefit and according to INTERREG SOUTH ADRIATIC Programme Manuals.

The MOU is established between the Other Party and the FRea Project Consortium on a consortium level, so it is not limited to any single consortium member nor does it impose any specific action to any single consortium member.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party. The Other Party and FRea Project Consortium may enter into separate formal legally binding agreements in relation to their various joint activities, which will fully document the rights and obligations on each side.

The terms of this Memorandum may be amended at any time by agreement in writing between the parties. The Memorandum will remain current from the date of its signing until the end of the support period for the FRea Project. The foreseen date for the end of FRea Project is 31 January 2025. This MOU may be terminated earlier by either party for any reason, subject to a 30 day notice, which may be through email to the appropriate coordinator of the other party.

The parties irrevocably agree that this Memorandum and any disputes arising under or in any way connected with the subject matter or formation of this Memorandum shall be governed by and construed in accordance with Italian law and to the exclusive jurisdiction of the Italian courts.

ARTICLE 4. AIMS OF THE COOPERATION AND COLLABORATION ACTIVITY

The FRea Project Consortium and the Other Party agree to work together to promote cooperation, collaboration and information exchange in the following areas:

- a) Tourism system and new market niches;
- b) Workation (work & vacation).

THE ISSUE Project Consortium and the Other Party also agree to work together to achieve the following objectives:

- a) To adopt the "General Model of Services" developed within FRea activities focalized on workation essential features. Workation services refer to a hybrid model of work and vacation, where

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employees or clients have the opportunity to work remotely from a vacation destination while enjoying the leisure activities provided. The model is substantially based on:

- ✓ ENTERPRISE CREATION GUIDE;
- ✓ FUNDING OPPORTUNITIES GUIDE;
- ✓ COMMUNICATION TIPS & TRICKS;
- ✓ PROJECT MANAGEMENT TOOLS & HANDBOOK;
- ✓ CONCEPT TEST FOR WORKATION.

These tools are personalized for each FRea Project partner and available for potential entrepreneurs, new start - ups, existing operators in tourism sector, with particular attention to Workation characteristics;

- b) To help emerging regional tourism clusters in Italy, Albania and Montenegro and achieve better integration between research actors, industries and regional authorities in their region;
- c) To support an expanding “cross-border” network of new international groupings and develop new clusters specialized in tourism innovation niches also to present new European projects;
- d) To establish interactions with nationally-based tourism knowledge transfer and innovation networks in member regions of the European Union and other countries.

ARTICLE 5. BENEFITS

The potential benefits to the Other Party and the FRea Project Consortium is seen to be:

For the Other Party:

- a) Access to FRea Project, its Website pages and related tools and visibility and promotion at a European level.
- b) Access to a pool of experience, knowledge and expertise within the FRea Project Consortium, through its networking and project activities.
- c) Mentoring support from partners within the Project Consortium to help develop a more mature tourism cluster in the territory.
- d) Opportunities to participate in the FRea’s planned programme of workshops, events and conferences.
- e) Opportunities for secondment and exchanges between partners, tourism operators and local personnel.
- f) Financial support towards travel and accommodation costs associated with participating in planned Project workshops, events and conferences (according to INTERREG IPA rules)).
- g) Potential to gain wider European and global recognition as the partnerships develops and matures.
- h) Potential for collaboration between academic researchers, local and international companies and regional authorities in the different territories searching for specific expertise in tourism niches.
- i) Opportunities to establish companies linked to workation solutions and close collaborations with researchers and operators in this field.

For the FRea Project Consortium:

- a) Delivery of key project deliverables and milestones in the FRea Project.
- b) Improving the integration between the key actors within the FRea Project Consortium.
- c) Enabling partners within the FRea Project Consortium to learn from each other and share experiences and best practices through a programme of workshops, seminars and conferences.
- d) lay the foundations for the development of a cross-border network.

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ARTICLE 6. COST RESPONSIBILITIES

The general rules about costs are established by INTERREG SOUTH ADRIATIC Reporting Manuals and the FRea Partnership Agreement.

The Other Party will be responsible for their own costs for establishing and conducting the cooperation and collaboration, with respect to their staffing costs associated with any secondments and staff exchanges, participation in any meetings and pre-project teams associated with the FRea Project and any attachment to management boards of existing or emerging regional or territorial tourism clusters.

ARTICLE 7. SENIOR CONTACTS

The Other Party and the FRea Project Consortium will each nominate a senior contact who will be responsible in practice for ensuring effective liaison between them; preserving the underpinning principles outlined here; and maintaining an overall perspective on developments initiated through this Memorandum.

ARTICLE 8. OTHER PARTIES

Other parties may be invited at any time to join this informal partnership, participating in a separate Memorandum, by agreement between the current parties.

This Memorandum does not preclude the parties from entering into other arrangements with different parties for cooperation and collaboration or otherwise, and whether or not legally binding.

ARTICLE 9. CONFIDENTIALITY

The Parties acknowledge that during the course of the collaboration, they may disclose confidential information. The Parties agree to keep such information confidential and not disclose it to any third party without prior written consent.



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SIGNATURES

Authorised Signatory for FRea Project Consortium

Signature

Name and Surname
in capitals

Organization

Date

Authorised Signatory for Other Party

Signature

Name and Surname
in capitals

Organization

Date

Signature

Name and Surname
in capitals

Organization

Date





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Signature

Name and Surname
in capitals

Organization

Date

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Organization

Date