



Regione Basilicata
APT BASILICATA

Deliberazione del
Direttore Generale

Data 20/10/2020

Atto N. 165

OGGETTO

Campagna di comunicazione e
promozione on-line mercato cinese,
a.a.2020-2021
European Travel Commission
Cap.340/2020
€ 10.000,00

CAP.....

Stanziamiento £.....

Aumento per storni
Vedi Delib. N..... £.....

TOTALE £.....

Diminuizi. Per storni
Vedi delib. N. £.....

RIMANENZA £.....

Ammontare degli impegni
Deliberari ad oggi £.....

RIMANENZA £.....

Importo dell'impegno di cui
Alla presente delibera £.....

DISPONIBILITA' al..... £.....

IL RESPONSABILE P.O.
Contabilità-Sicurezza-Economato

Dott.ssa Roberta Laurino

VISTO DI REGOLARITÀ
CONTABILE

REGIONE BASILICATA

AGENZIA DI PROMOZIONE TERRITORIALE
P O T E N Z A

DELIBERAZIONE DEL DIRETTORE GENERALE

L'anno duemilaventi addì venti del mese di ottobre, nella sede dell'A.P.T. Basilicata, Potenza, Via del Gallitello 89, l'Ing. Antonio Nicoletti – Direttore Generale, ha adottato la seguente deliberazione:

Visto il comma 2 dell'art.10 della L.R. n° 7/08, con il quale è stata istituita l'Agenzia di Promozione Territoriale quale organismo tecnico/operativo e strumentale della Regione Basilicata con decorrenza 01/07/2008;

Visto il DPGR n. 281 del 22/11/2019, con il quale il Presidente della Giunta Regionale di Basilicata ha nominato il Direttore Generale dell'Agenzia nella persona dell'Ing. Antonio Nicoletti;

Visto il bilancio di previsione 2020 e pluriennale 2020/2022, adottato con deliberazione del Direttore Generale APT n. 62 del 20/03/2020, approvato dalla Giunta Regionale con DGR n. 234 del 9 aprile 2020 e dal Consiglio Regionale con L.R. n. 13 del 04/06/2020, di cui al BUR n. 54 (Sez. Speciale) del 05/06/2020;

Visto l'art. 11 della L.R. 4.06.2008 n. 7, il quale dispone che: *"L'Agenzia di Promozione Territoriale, in raccordo con la programmazione regionale, promuove lo sviluppo turistico delle risorse locali e regionali, attraverso azioni tese a caratterizzare, valorizzare e pubblicizzare, in maniera integrata, l'insieme delle risorse storiche, naturali, culturali e paesaggistiche locali, compresi i prodotti dell'agricoltura e dell'artigianato locale, per aumentare l'attrattività turistica del territorio e favorire nuove forme di sviluppo economico sostenibile"*;

Visto il Piano delle Attività dell'APT che prevede, tra le altre, la realizzazione di azioni di web marketing su mercati internazionali;

Atteso che nel mese di maggio 2020, l'APT Basilicata ha candidato la propria regione quale destinazione turistica emergente sul mercato cinese, partecipando ad un progetto pan-europeo, promosso dall'European Travel Commission con sede a Bruxelles;

Visto l'esito positivo della candidatura al progetto pubblicato in data 22 luglio 2020 che annovera la Basilicata tra le 20 destinazioni turistiche internazionali, potenzialmente richieste dal nuovo viaggiatore cinese, in particolar modo tra i target medio-alti;

Atteso che l'European Travel Commission, (ETC) in qualità di organizzazione internazionale no-profit è il braccio operativo della UE in merito alla promozione di strategie di marketing innovative per il turismo verso l'Europa;

Atteso altresì che l'European Travel Commission (ETC) è il soggetto esclusivista per la gestione della campagna pan-europea sul mercato social cinese, per le 20 destinazioni turistiche internazionali prescelte (compresa la Basilicata);

Vista la proposta pervenuta dall'European Travel Commission (ETC) con prot. N. 4035/05.01.03 del 25 agosto 2020, che prevede la realizzazione di un piano di cooperazione pan-europea e di una campagna di promo-comunicazione turistica sui social network cinesi (WeChat, Weibo, Mafengwo e Doyin) per le 20 destinazioni turistiche internazionali prescelte, compresa la Basilicata, la cui durata è di sette mesi compresi tra l'autunno 2020 e il primo trimestre 2021;

Ritenuta interessante e valida la proposta succitata, perché in linea con le nuove tendenze del mercato turistico internazionale, in cui il target *millennials* cinese si colloca tra quelli determinanti per l'economia turistica europea del prossimo triennio 2021-23, con capacità di spesa medio-alta e propensione al viaggio;

Atteso che la campagna di promo-comunicazione turistica sui social network cinesi comprende specificamente 1) la pubblicazione di 150 posts, articoli con foto e video della destinazione Basilicata, con riferimento a tutto il territorio regionale, ma con particolare attenzione ai topics: Matera, città d'arte e borghi autentici, Basilicata en plein air e del Ben-essere (Wellness e Wellbeing); 2) una guida digitale al viaggio innovativo per la destinazione Basilicata; 3) press trip con i principali influencer cinesi da realizzare in Basilicata nel primo trimestre 2021;

Vista la quotazione prevista per le suindicate attività della campagna di promo-comunicazione turistica sul mercato cinese, pari a € 10.000,00 complessivi (prot. N. 4630/05.01.03), pervenuta dal soggetto proponente ed esclusivista, European Travel Commission (ETC) con sede a Bruxelles;

Ritenuto pertanto di affidare all'European Travel Commission (ETC) l'incarico alla realizzazione della campagna di promo-comunicazione turistica suindicata, secondo lo schema contratto allegato (Agreement Cooperation & Co-Branding Pan European promotional campaign in China) – previsto ai sensi dell'UE;

Valutata la congruità dell'offerta economica dal Responsabile Unico del Procedimento;

Visto il vigente Regolamento amministrativo-contabile;

Accertata la disponibilità sui fondi del cap. 340 alla voce "Iniziativa promozionali in Italia e all'estero e sul web" del Bilancio corrente;

Dato atto che la Responsabile di Procedimento è la Dott.ssa Stefania Bruni;

D E L I B E R A

1. di stabilire che la premessa costituisce parte integrante del deliberato;
2. di realizzare una campagna di promo-comunicazione turistica sui social network cinesi, nell'autunno 2020 e primo trimestre 2021, comprendente: a) la pubblicazione di 150 posts, articoli con foto e video della destinazione Basilicata, con riferimento a tutto il territorio regionale, ma con particolare attenzione ai topics: Matera, città d'arte e borghi autentici, Basilicata en plein air e del Ben-essere (Wellness e Wellbeing); b) una guida digitale al viaggio innovativo per la destinazione Basilicata; c) un press trip con i principali influencer cinesi da realizzare in Basilicata nel primo trimestre 2021;
3. di affidare all'organizzazione internazionale, European Travel Commission (ETC) con sede a Bruxelles, al costo complessivo di € 10,000.00 la realizzazione della campagna di promo-comunicazione sul mercato cinese, le cui attività meglio indicate al punto 2;
4. Di approvare lo schema contratto allegato allegato (Agreement Cooperation & Co-Branding Pan European promotional campaign in China), quale parte integrante del presente Atto;
5. di utilizzare la somma complessiva di € 10.000,00 a valere sul cap. 340 "Iniziative di promozione in Italia e all'estero e sul web"– del Bilancio corrente;
6. di autorizzare la P.O. Contabilità-Sicurezza ad emettere i relativi mandati di pagamento a favore del fornitore di cui al punto 3, entro il limite della presente disposizione di spesa (€ 10.000,00), prevedendo la modalità di un acconto, previa presentazione di regolare fattura di acconto e la restante somma a fine incarico (marzo 2021), previa presentazione di regolare fattura a saldo e compilazione e sottoscrizione delle apposite e relative schede di liquidazione da parte del RUP;
7. di confermare la Dott.ssa Stefania Bruni Responsabile di Procedimento.

Copia del presente atto viene affissa all'albo pretorio e trasmessa alle P.O. Marketing Nazionale ed Internazionale e Contabilità per quanto di propria competenza.

IL RESPONSABILE P.O.
Marketing Nazionale ed Internazionale

Stefano Belli



MDF

Il presente processo verbale, previa lettura, è stato approvato e firmato a termini di legge.

Firmato:



IL DIRETTORE GENERALE

Dr. Antonio Nicoletti

La presente copia per uso amministrativo è conforme all'originale.



IL RESPONSABILE DELLA P.O.
Marketing Nazionale ed Internazionale

AGREEMENT

Cooperation & Co-branding Pan-European promotional campaign in China

DRAFT

Between | The **European Travel Commission**, having its registered offices at
1000 Brussels (Belgium), Rue du Marché aux Herbes 61;

Hereinafter « **ETC** »
On one side

and | having its registered offices at

Individually called the “**Co-Op Partner**”
On the other side;

Each party will be called “Party” and together “Parties”;

WHEREAS

ETC is an international non-profit-making organization, whose members are 33 National Tourism Organisations (NTOs) of Europe, whose role is to promote tourism to Europe.

Within the framework of its activities, ETC carries out a joint program of activities co-financed by the European Commission. In 2019 and 2020 this program will be dedicated to the implementation of the activities related to the Horizon 2022 marketing strategy (hereinafter the “**Horizon Strategy**”).

- 1) In order to reach the Horizon Strategy, ETC looked for a supplier (hereinafter the “**Supplier**”), to elaborate and execute a pan-European promotional campaign in China (hereinafter the “**Campaign**”) and to find partners to co-finance the Campaign (hereinafter the “**Co-Op Partners**”) through the purchasing of co-op packages (hereinafter the “**co-op package**”).
- 2) In order to select the Supplier, ETC launched a public Request for Proposals on 27 May 2020 (hereinafter the “**Request for Proposals**”).

- 3) Following the evaluation of all proposals received in response to the Request for Proposals, EuroPass was selected as Supplier.
- 4) This agreement (hereinafter the “**Agreement**”) is intended to set forth the relationship between ETC and the Co-Op Partner, as well as the financial terms and conditions of the co-op package offer from the Supplier (ANNEX A), and the intellectual property rights on the materials generated by the Campaign.
- 5) Definitions:
 - **Campaign:** a pan-European promotional campaign in China elaborated and executed through a minimum of three and maximum of twenty co-op packages by the Supplier.
 - **Campaign Material:** all deliverables related to the Campaign, including but not limited to adds, posters, reports, promotional materials (such as brochures, leaflets, presentations, whether on paper or in electronic form, etc.), etc.
 - **Client Materials:** all materials, equipment and tools, drawings, specifications and data supplied by ETC and the Co-op Partner to the Supplier.
 - **Co-op package:** A package of services which the Supplier shall offer separately to individual Destination Marketing Organisations and other providers of travel experiences (Co-Op Partners), who wish to buy into the co-operative marketing programme. The value of a co-op package is 20,000 EUR, exclusive of VAT and inclusive of any other taxes if applicable.
 - **Co-op package offer:** the breakdown of services included in the co-op package provided by the Supplier.
 - **Confidential Information:** any confidential and/or proprietary information of either Party (either marked as such or not and either oral or in writing) including but not limited to the terms of this Agreement, its business affairs, customers, clients, suppliers, operations, methodologies, know-how, processes, product information, designs, trade secrets or software. For the avoidance of doubt, information already in the public domain through no fault of either Party; available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party or by any third party who is not prohibited from disclosing the information is not deemed to be confidential.
 - **Data Protection Legislation:** the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
 - **Force Majeure Event:** any unforeseeable exceptional event which is outside the reasonable control of the Parties and which occurrence cannot be reasonably prevented, that prevents either of them from fulfilling any of their obligations under this Agreement. A Force Majeure Event may include without limitation, acts of God, flood, earthquake or other natural disaster, global pandemics, war, riots and government action. However, the following cannot be invoked as Force Majeure: labour disputes, strikes, financial difficulties or any default of a service, defect in

equipment or materials or delays in making them available, unless they stem directly from a relevant case of force majeure.

- **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including lists of business contacts, know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

WHEREAS ETC is willing to co-finance the Campaign proposed by EuroPass on the terms and conditions hereinafter set forth and

WHEREAS the Co-Op Partner is ready and willing buy into this Campaign on the said terms and conditions,

ETC and the Co-Op Partner agree as follows:

1. THE PARTIES

A. RELATIONS BETWEEN ETC AND THE CO-OP PARTNER

- 1.1 By virtue of this Agreement, the Co-Op Partner shall not be considered under any circumstances to be member of ETC staff and shall not be subject to the Statutes and Work Regulations of ETC. ETC cannot be held liable for any damage caused or sustained by the Co-Op Partner, including any damage caused to third parties as a consequence of or during the implementation of the Campaign.
- 1.2 Any communication between ETC and the Co-Op Partner related to this Agreement must be made in writing (in paper or electronic form). For urgent matters, the communication can be made orally and confirmed in written within two working days.

2. DURATION OF THE AGREEMENT

The Agreement shall start *on [date to be agreed with ETC]* and shall expire automatically and without prior notice upon satisfactory completion of the Campaign (reaching the KPIs and submitting the deliverables to ETC and the Co-op Partner by EuroPass as defined in the co-op package), but no later than **15th of February 2021** unless sooner terminated under the terms of this Agreement. This clause applies without prejudice to the provisions of clause 8.8.

3. EXECUTION OF THE CAMPAIGN

A. OBLIGATIONS OF THE CO-OP PARTNER

3.1 The Co-Op Partner shall:

- a) co-operate with the Supplier in all matters relating to the co-op package;
- b) provide, in a timely manner, such information and client materials as the Supplier may reasonably require for the performance of the Campaign, and ensure that they are accurate and complete in all material respects.

B. OBLIGATIONS OF ETC

3.2 ETC shall be responsible for the overall administration of the Campaign, including the contractual agreement with the Supplier and payment to the Supplier of all invoices related to the Campaign.

4. REPORTING

4.1 ETC shall make sure that the Supplier will provide the Co-Op Partner with all the regular reports as set out in article 5.2.

5. FINANCIAL PROVISIONS

5.1 The total budget assigned by the two parties together to the co-op package is of *EUR 20,000* of which ETC shall contribute the amount of *EUR 10,000* (50%) exclusive of VAT and inclusive of any other taxes if applicable, and the Co-Op Partner shall contribute the amount of *EUR 10,000* (50%) exclusive of VAT and inclusive any other taxes if applicable.

5.2 The total budget assigned to the co-op package covers the following campaign costs, as set out in the co-op package offer (ANNEX A):

1. Digital campaign

Type of communication	Chinese SoMe Channel	Type of activation	Amount for one co-op package
General communication about the campaign (general)	WeChat	WeChat article	9
	Mafengwo	Travel guide	2
	Weibo	Weibo post	42
	Douyin	Douyin clip	2
	Campaign trailer	Presenting all the destinations in the trailer	1
	WeChat	Article	5

Cluster communication (per cluster)	Mafengwo	Travel guide	1	
	Weibo	Weibo post	3	
	Douyin	Douyin clip	2	
Communication related to the destination	WeChat	WeChat Mini-Program	Detailed POI	4
			General POI	30
	WeChat article		1	
	Livestream		1	
	Mafengwo	Travel guide	1	
	Weibo	Weibo post	2	
	Douyin	Douyin clip	1	
Communication in general related to some common topics (heritage, European and Chinese festivities)	WeChat	Article	5	
	Mafengwo	Travel note	5	
	Weibo	Weibo post	5	
	Douyin	Douyin clip	5	

2. KOL Phase			
Communication phase	Chinese SoMe Channels	Type of activation	Amount per co-op package
Ceremony (general)	WeChat	WeChat article	1
	Mafengwo	Livestream	1
		Travel note	1
		Weibo post	3
	Douyin	Douyin clip	3
Prize draws in general	Weibo	Weibo posts	10
Before travel/ After travel (per cluster)	WeChat	WeChat article	1
	Weibo	Weibo post	2
	Douyin	Douyin clip	1
During travel (per destination)	WeChat article	WeChat article	1
	Weibo	Weibo post	1
Festivals (New Year, Chinese New year) --> in general	WeChat	WeChat article	2
	Weibo	Weibo posts	2

3. Key performance indicators (KPIs)

Actions	Page views	Interactions
Advertisement	1,500,000	4,000
Key Opinion Leader	15,000,000	47,000
Partnerships (institutional, industry and media partners)	8,500,000	24,000
	25,000,000	75,000

4. Reporting

- Weekly KPI reporting
- Quarterly reports in November 2020 and February 2021
- Complimentary report in March 2021

- 5.3 The Co-Op Partner shall pay its contribution net to ETC according the payment schedule in Article 5.4.
- 5.4 ETC will invoice the Co-Op Partner for their contribution set out in article 5.1 in order to pay the Supplier. The contribution from the Co-Op Partner is expected to be paid to ETC in two instalments: 1. € 5.000,00 (50%) by **31st October 2020** and 2. € 5.000,00 (50%) by **31st March 2021**.
- 5.5 ETC shall handle all payments to the Supplier related to the implementation of the Campaign. All invoices by the Supplier related to the implementation of the Campaign have to be issued on ETC's name following the internal ETC procurement procedure.
- 5.6 The Co-Op Partner and ETC shall be jointly liable for the payments to the Supplier. In case of late or missing payment of the invoices issued by ETC to the Co-Op Partner, ETC shall have right to suspend or cancel the implementation of the co-op package. The Co-Op Partner shall be severally liable for the payment of all contractual penalties deriving from such late or missing payment.
- 5.7 ETC cannot cover any additional costs resulting from the execution of this Agreement and incurred because of the Co-Op Partner's requests to the Supplier that are not part of this Agreement.
- 5.8 The final amount payable by ETC and the Co-op Partner shall be reduced in the case of improper implementation of the Campaign and subsequently the co-op package by the Supplier (the Campaign has not been implemented or has been implemented poorly, partially or late) or breach by the Supplier of any other obligations arising of the Agreement between ETC and the Supplier.
- 5.9 Any amounts paid by the Co-Op Partner to ETC and not used for the implementation of the co-op package shall be paid back by ETC to the Co-Op Partner.

6. BRANDING AND OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Co-Op Partner shall check that any communication material or publication made by the Supplier that relates to the co-op package, including adds, posters, promotional materials, etc. (hereinafter the "**Campaign Material**"), shall display the logo of Europe-visiteurope.com, the reference to the co-funding by the European Union and the EU emblem. Upon request by ETC or the Co-Op Partner, any communication material or publication can also display the logo of the Co-Op Partner.

- 6.2 The Co-Op Partner and ETC shall retain ownership of the Campaign Material, including any industrial and/or intellectual property rights with respect to the Campaign Material, and of the reports and other documents relating thereto (hereinafter the “**Intellectual Property Rights**”). The Co-Op Partner agrees that ETC can add a provision in the contract with the Supplier, that this Supplier shall indemnify all parties against claims brought against any parties, for infringement by the Supplier of a third party's rights in connection with the Campaign Material.
- 6.3 Any communication or publication that relates to the co-op package, made by the Co-Op Partner in any form and using any means, must indicate that it reflects only the author's view and that the European Commission is not responsible for any use that may be made of the information it contains.
- 6.4 The Co-Op Partner grants ETC and the European Union a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the Intellectual Property Rights in the Campaign Material as stated below:
- a) to reproduce by any means (mechanical, digital or other), in whole or in part, in any form and in an unlimited number of copies, the Campaign Material or incorporate the Campaign Material into other material, and to reproduce the Campaign Material as incorporated in such other material;
 - b) to create and reproduce derivative works from the Campaign Material;
 - c) to distribute copies and display publicly the Campaign Material, whether independently or as part of other material;
 - d) to distribute copies and display publicly derivative works from the Campaign Material.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

7. PROCESSING OF PERSONAL DATA

- 7.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation.

8. SUSPENSION AND TERMINATION OF THE AGREEMENT

- 8.1 Either Party may terminate this Agreement by giving written notice of 1 month to the other Party, indicating the reason for termination as enumerated in Article 8.5 of this Agreement. Such written notice shall also indicate the date on which the termination shall take effect.

- 8.2 In case of early termination of the Agreement by the Co-Op Partner, the Co-Op Partner shall bear any costs, fees and indemnities due by ETC to the Supplier, that cannot be recovered or will not be refunded.
- 8.3 In case of termination of this Agreement before completion of the Campaign, ETC will invoice the Co-Op Partner such amounts for which the Co-Op Partner is liable under this Agreement.
- 8.4 If the Co-Op Partner wishes to dispute said costs, fees or indemnities, it shall do it at its own costs and under its own responsibility. ETC shall in such case transfer all its rights arising from its contractual agreements with the Supplier and provide reasonable assistance to the Consortium in such dispute.
- 8.5 ETC may terminate this Agreement in case of:
- a) a change in the Co-Op Partner's legal, financial, technical, organizational or ownership situation is likely to affect the implementation of this Agreement;
 - b) the implementation of the Campaign is prevented or suspended due to Force Majeure;
- 8.6 In case the termination of the Agreement is caused by the Co-Op Partner's fault or gross negligence, the Co-Op Partner shall be liable for all damages, including but not limited to direct and indirect losses.
- 8.7 The termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. Nor shall the termination or expiry of the Agreement affect the provisions set out in clause 6.4.

9. MISCELLANEOUS

This Agreement shall be governed and construed in accordance with the laws of Belgium.

Any dispute arising out or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Brussels Courts.

Made in as many originals as there are parties, each one acknowledging to have received an original.

Signature for and on behalf of ETC

Signature for and on behalf of the Co-Op
Partner

Eduardo Santander
Executive Director

Name of legal representative
Name of legal representative

In on

In on

Annexes

Annex A : Co-op package offer