



**Città di Trani**

*Medaglia d'Argento al Merito Civile*

PROVINCIA BT

## Copia Deliberazione di Giunta Comunale

<p>N. <b>90</b> del Reg.</p>	<p><b>Oggetto:</b>          Progetto " Smart Built: Structural monitoring of artistic and historical building testimonies" nell'ambito dell'European Territorial Cooperation Programme Greece - Italy 2007- 2013". Approvazione " Partnership Agreement".</p>
<p>Data: <b>2 / 8 / 2012</b></p>	

L'anno DUEMILADODICI , il giorno 2 del mese di agosto , alle ore 13,00 , nella sala delle adunanze del Comune di Trani, appositamente convocata, la Giunta Comunale si è riunita nelle persone dei signori:

			Presente	Assente
<b>RISERBATO</b>	<b>Avv. LUIGI NICOLA</b>	<b>SINDACO - PRESIDENTE</b>	<b>x</b>	
<b>DI MARZIO</b>	<b>Dott. GIUSEPPE</b>	<b>ASSESSORE - VICE SINDACO</b>	<b>x</b>	
<b>DE SIMONE</b>	<b>Prof. GIUSEPPE</b>	<b>ASSESSORE</b>	<b>x</b>	
<b>UVA</b>	<b>Dott.ssa ROSA</b>	<b>ASSESSORE</b>	<b>x</b>	
<b>SOTERO</b>	<b>Dott. FABRIZIO</b>	<b>ASSESSORE</b>	<b>x</b>	
<b>SUZZI</b>	<b>Dott. GIULIO</b>	<b>ASSESSORE</b>	<b>x</b>	
<b>CECI</b>	<b>Geom. GIACOMO</b>	<b>ASSESSORE</b>	<b>x</b>	
<b>D'AMORE</b>	<b>Dott. MICHELE</b>	<b>ASSESSORE</b>	<b>x</b>	
<b>NARDO'</b>	<b>Dott. SALVATORE</b>	<b>ASSESSORE</b>	<b>x</b>	

Con l'assistenza del Segretario Generale

Dott. Luca Francesco Paolo Russo

Il Presidente, constatato che gli intervenuti sono in numero legale, essendo presenti n. 9

Assessori, ed assenti n. \_\_\_\_\_ Assessori, dichiara aperta la riunione ed invita i convocati

a deliberare sull'oggetto sopraindicato.

**VISTA la proposta di deliberazione a firma del Dirigente della IV<sup>^</sup> Ripartizione, Arch. Giacomo LOSAPIO, con il visto dell' Assessore ai Lavori Pubblici Geom. Giacomo CECL, munita dei prescritti pareri tecnico- amministrativo e contabile;**

## **L A GIUNTA COMUNALE**

**Premesso** che con nota n.865 del 21/10/2009 acquisita al prot gen del Comune in pari data con il n.42254 la Prof. Dora Foti, nella qualità di docente associato presso il Dipartimento di Ingegneria Civile ed Ambientale del Politecnico di Bari, in considerazione della collaborazione con il Dipartimento ICAR del politecnico di Bari riguardante la redazione di un manuale tipologico del centro storico della città, proponeva al Comune di Trani la partecipazione al progetto “SMART BUILT: Structural monitoring of artistic and historical building testimonies” nell’ambito dell’ “European Territorial Cooperation Programme Greece-Italy 2007-2013”.

**Considerato** che con a nota n.42773 del 22/10/2009 il Sindaco di Trani, ha comunicato il formale assenso alla partecipazione, da parte del Comune di Trani, alle attività di indagine e studio ivi previste delegando il Dirigente della Ripartizione Tecnica del Comune di Trani, coadiuvato da personale comunale a svolgere tutte le funzioni operative, amministrative per l’attivazione e definizione del programma proposto

**Tenuto conto** che, in esito a quanto sopra esposto è stato redatto piano economico-finanziario del progetto pari a €.137.447,36 e presentata candidatura nell’ottobre 2009 previa sottoscrizione della Partnership Declaration da parte del Sindaco;

### **Preso atto**

-che con nota a mezzo e-mail in data 01/09/2011, la prof. Dora Foti, nella qualità di docente associato presso il Dipartimento di Ingegneria Civile ed Ambientale del Politecnico di Bari, Lead Partner del progetto, ha comunicato la formale ammissione a finanziamento;

-che conseguentemente è stata sottoscritto in data 12 dicembre 2011 il “Partnership Agreement”, allegato al presente provvedimento e composto dai seguenti partners:

- Politecnico di Bari - Lead partner
- Università del Salento – Project Partners
- Comune di Trani – Project Partners
- Soprintendenza ai Beni Culturali. - Direzione Regionale – Project Partners
- Comune di Corfù – Project Partners
- Ionian University – Project Partners

-che per l’attuazione dello stesso, occorre procedere alla formale approvazione del progetto ed all’impegno della conseguente realizzazione;

**Ritenuto** di approvare il piano economico-finanziario del Progetto “SMART BUILT: Structural monitoring of artistic and historical building testimonies” nell’ambito dell’ “European Territorial Cooperation Programme Greece-Italy 2007-2013 come da “Partnership Agreement”, allegato al presente provvedimento;

**Dato atto** che l'importo complessivo del progetto ammontante ad €.137.447,36 è finanziato per il 75% con fondi comunitari FESR e per il 25% da fondi nazionali ( fondo di rotazione ex legge 183/187,secondo modalità fissate dalla delibera Cipe n.36/2007);

**Ritenuto** altresì di incaricare, , il Dirigente della IV^ Ripartizione, all'adozione di tutti i provvedimenti necessari all'attuazione del progetto;

**Visto** il D.lgs.163/06 e s.m.i..

**Visto** il Decreto del Presidente della Repubblica 15 ottobre 2010 n.207.

**Visto** Decreto legislativo n.267 del 18 agosto 2000.

**Preso atto** che sulla proposta di deliberazione di che trattasi sono stati formulati i pareri prescritti dall'art.43 del D.P.R. n°267/2000:

- parere favorevole di regolarità tecnica, in atti ,espresso dal Dirigente della IV^ Ripartizione, Arch. Giacomo Losapio, in data 26/6/2012;

- parere favorevole contabile , in atti, espresso dal Dirigente della III Ripartizione Dott. Luca F.P. Russo:" Nessun costo per l'Ente" in data 1/08/2012;

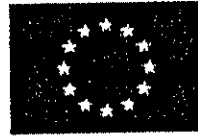
Con voti unanimi, espresso ai sensi di legge;

### **DELIBERA**

1. le premesse formano parte integrante e sostanziale del presente deliberato;
2. di dichiarare formale impegno all'attuazione del progetto;
3. di approvare il piano economico-finanziario del Progetto "SMART BUILT: Structural monitoring of artistic and historical building testimonies" nell'ambito dell' "European Territorial Cooperation Programme Greece-Italy 2007-2013 come da "Partnership Agreement", allegato al presente provvedimento;
4. di dare atto che l'importo complessivo del progetto ammontante ad €.153.567,04 è finanziato per il 75% con fondi comunitari FESR e per il 25% con fondi nazionali ( fondo di rotazione ex legge 183/187,secondo modalità fissate dalla delibera Cipe n.36/2007);
5. dare atto, altresì, che nel redigendo bilancio 2012 sarà stanziato l'importo di cui sopra, contestualmente alla previsione della relativa entrata;
6. disporre che i relativi pagamenti dovranno avvenire subordinatamente all'accantonamento della relativa entrata e comunque in data successiva all'approvazione del Bilancio di Previsione 2012;
7. di incaricare, il Dirigente della IV^ Ripartizione, all'adozione di tutti i provvedimenti necessari all'attuazione del progetto.



HELLENIC REPUBLIC  
Ministry for Development,  
Competitiveness and Shipping



EUROPEAN UNION



ITALIAN REPUBLIC



Regione Puglia  
APULIA REGION

## European Territorial Cooperation Programme Greece-Italy 2007-2013

### PARTNERSHIP AGREEMENT

Between the Lead Beneficiary (Lead Partner) and the beneficiaries  
(Partners) of the Operation (Project) "S.M.ART. BUIL.T. - Structural  
Monitoring of ARTistic and historical BUILding Testimonies"  
Financed by the European Territorial Cooperation Operational Programme  
"Greece-Italy" 2007-2013

In Bari at via Amendola 126/B (town and address) today, Monday (day of the week),  
12 (date) of December (month) 2011 the:

#### LEAD BENEFICIARY (LEAD PARTNER)

1. **Politecnico di Bari - via Amendola 126/B 70126 Bari (Italy)**  
Represented by Prof. Nicola Costantino - Rector

and

#### the PROJECT BENEFICIARIES (PROJECT PARTNERS)

2. **University of Salento - Via per Monteroni 73100 Lecce (Italy)**  
Represented by **Prof. Domenico Laforgia - Rector** in its capacity as Partner  
No. 2:
3. **Municipality of Trani - Via Ten. Morriconi 2, 70059, Trani (Italy)**

S.M.ART. BUILT. - I1-3.2

Represented by **Dott. Giuseppe Tarantini - Mayor** in its capacity as Partner No. 3:

**4. Regional Direction for the Cultural and Landscape Heritage of Puglia - Strada dei Dottula - Isolato 49, 70122 Bari (Italy)**

Represented by **Dott. ssa Isabella Lapi- General Director** in its capacity as Partner No. 4:

**5. Corfù Municipality Sole Shareholder Company S.A. - Pyli ag. Nikolaou, Faliraki, Corfù (Greece)**

Represented by **George Mamalos - President** in its capacity as Partner No. 5:

**6. Ionian University, Department of Informatics - Rizospaston Voulefton 7, Corfu 49100 (Greece)**

Represented by **Stavros Katsios - Vice-Rector for Economic Planning and Development** in its capacity as Partner No. 6:

herein referred to as the "Parties"

With regard to the framework of the provisions and documents hereunder:

1. The Regulations on the Structural Funds, and in particular:

- COUNCIL REGULATION (EC) No 1083/2006, as in force, laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999;
- REGULATION (EC) No 1080/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL, as in force, on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999;
- COMMISSION REGULATION (EC) No 1828/2006, as in force, setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund;



## S.M.ART. BUIL.T. - I1-3.2

2. EC approval Decision C(2008)1132/28-03-2008 of the Operational Programme and last version approved of the Operational Programme;
3. The Community and national Rules, as in force, related to:
  - public procurement & competition
  - eligibility of expenditures
  - protection of the environment
  - equal opportunities
  - non discrimination;
4. The Memorandum of Understanding between the Member States involved in the implementation of the Operational Programme;
5. The approved Management and Control System of the "European Territorial Cooperation" objective Operational Programme "Greece-Italy 2007-2013";
6. The decision of the 3<sup>rd</sup> Monitoring Committee on 15 July 2011, as communicated to the lead partner in the letter dated 27 September 2011 (Annex 1) and the approved Application Form (Annex 2);
7. The Programme Manual (Implementation Manual) as in force.


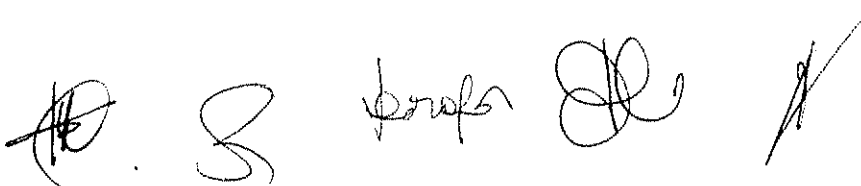
and for the purpose of implementing the project entitled "**Structural Monitoring of ARTistic and historical BUILding Testimonies**" with the following acronym: "**S.M.ART. BUIL.T.**"

**Have agreed and accepted the following provisions:**

**Article 1: Project Objectives**

The project "**S.M.ART. BUIL.T. - Structural Monitoring of ARTistic and historical BUILding Testimonies**" conducted based on the Objective "European Territorial Cooperation" Operational Programme "Greece-Italy 2007-2013" shall contribute to the objectives set out in the Operational Programme. These objectives are, in summary:

- encoding and implementation of procedures for the structural monitoring,
- seismic vulnerability assessment,
- development of guidelines for strengthening and repair of the historical buildings of Trani (Italy) and Corfu (Greece).



## **Article 2: Subject of the Partnership Agreement**

By the present Partnership Agreement, the Lead Partner and the other project partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them within the Partnership set up in order to complete the aforementioned project.

The terms of reference of the project are indicated in the annex. The annex comprises:

- The Application Form as approved by the Joint Monitoring Committee and is an integral part of this Partnership Agreement.

## **Article 3: Duration of the Agreement**

- 3.1** This Partnership Agreement shall take effect on the date is signed by all partners. It shall remain in force until the Lead Partner has been discharged in full of its obligations toward the Managing Authority.
- 3.2** Should the date on which the Project actually starts precedes the starting date of eligibility of expenditure, as decided by the Joint Monitoring Committee for the specific call, the expenditure incurred by the partners prior to that date shall be deemed non-eligible.
- 3.3** Upon approval by the Managing Authority of the final Progress Report, the agreement will be terminated on the date each of the Project Partners receives its share of the last payment of ERDF co-financing.
- 3.4** This agreement enters into force for the duration stipulated in article 3.1 and cannot be extended without the written permission of the Managing Authority following the procedure described in the Programme Manual (Implementation Manual), as in force.
- 3.5** Following the termination of the agreement, all Project Partners are obliged to comply with the obligations concerning the maintaining and filing of documents for a period of at least three years after the closure of the Operational Programme according to art.90, par.1 of EC Regulation 1083/2006.

## **Article 4: Lead Partner**

The Lead Partner of the project:

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- 4.1 Is responsible for the overall coordination, management and implementation of the project vis-à-vis the Managing Authority.
- 4.2 Ensures that the expenditure presented by the partners participating in the project has been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners as specified in the approved Application Form.
- 4.3 Verifies that the expenditure presented by the partners participating in the project has been validated by the controllers.
- 4.4 Shall receive ERDF contribution for the entire project and transfer it to the other partners participating in the project within one month of its receipt.
- 4.5 Shall appoint a Project Manager who has operational responsibility for the implementation of the overall project and a Finance Manager.
- 4.6 Will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the Managing Authority. The Lead Partner shall notify the JTS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- 4.7 Shall prepare a work plan setting out tasks to be undertaken as part of the project, the role of the project partners in their implementation, and a project budget.
- 4.8 Shall prepare and submit progress reports including supporting documents, according to the Programme Manual (Implementation Manual), as in force.
- 4.9 Shall address requests for project modifications, according to the Programme Manual (Implementation Manual), as in force.
- 4.10 Shall be, in general, the contact point representing the partnership for any communication with the JTS/MA or any other of the Programme Structures.
- 4.11 Retains at all times, for control and audit purposes, all files, documents and data relevant to the project on customary data storage media in a safe and orderly manner for at least three years after the closure of the Operational Programme. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected.
- 4.12 Any other tasks agreed with the project partners.





**Article 5: Project Partners**

- 5.1** Project Partners are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the approved application form.
- 5.2** More specifically, the Project Partners will be responsible for:
- Carrying out the specific activities set out in the approved application form;
  - Providing all information and data to the Lead Partner that is required by the latter to coordinate and monitor the implementation of the project and to perform its reporting duties toward the Managing Authority;
  - Submitting expenditure for verification every month, by the end of the following month, to the designated Controllers. Verified expenditure must be submitted to the Lead Partner every month in order to assist the reporting and reimbursement procedures;
  - Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan;
  - Project partners are responsible to return to the Lead Partner any amounts of ERDF contribution unduly paid concerning their participation in the project, within one month after the receipt of the written request of the Lead Partner, which must be accompanied by the relevant decision of the Joint Monitoring Committee of the Programme.
- 5.3** Project Partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Subsidy Contract.

**Article 6: Specific Activities**

- 6.1** The main tasks of **Politecnico di Bari** referred to as the 'Lead Partner', (also indicated as Project Partner 1), apart from those referred to in Art. 4, are summarised as follows:

Description of role:

The Lead Partner, will be involved in almost all of the project activities. It will have the overall responsibility for the planning, development and management of all administrative, financial, scientific and technical functions. According to the deliverables list, these activities will include the following fields: coordination; communication; structural health monitoring; seismic vulnerability assessment of historical buildings; compilation of guidelines for seismic vulnerability reduction and post-earthquake interventions.

The **Politecnico di Bari**, will be involved in these WP:

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## S.M.ART. BUIL.T. - I1-3.2

**WP 1** is concerned with the scientific coordination and administrative and financial management. The activity goals are manifold:

- assessment of the relevant research steps, providing a global evaluation of the progress and the results achieved
- ensure the coordination and support in the administrative and financial matters to all the different partners
- check the respect of the ETCP administrative and financial requirements, timetable and schedules.

**WP 2** is concerned with the information actions and knowledge dissemination activities. The key idea is that the experience acquired within the project can be conveniently used for the seismic assessment of historical buildings belonging to the Italian and Greek architectural cultures, so achieving a satisfactory level of the seismic protection, very valuable from the public safety point of view.

**WP 3** is concerned with the basic idea of the project. The main goal is to check the conservation status of some representative historical buildings throughout the measurement of their dynamic response under ambient and/or artificial loads. Traditional wired sensors are intended to be used, together with innovative analysis techniques.

**WP 5** represents the stage of the project in which the first advances in the state-of-the-art will be available. This workpackage is devoted both to numerical and experimental analysis, aimed at the seismic vulnerability assessment via monitoring by mean of wireless sensor networks

The Deliverables Deliverables of Partner, the Partner's Contribution to Deliverables and costs are:

Action No	Deliv. No	Deliverable Title	Partner's Contribution to Deliverable	Costs
1.1	1.1.1	project proposal	spreading the project idea among the partners, compilation	€ 2.886,38
1.2	1.2.1	6 review meetings	scientific, administrative and financial coordination	€ 22.836,40
2.1	2.1.1	web-site	coordination of contenents,	€ 4.300,00

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		development	administrative and financial coordination	
2.2	2.2.2	4 electronic newsletters	scientific research, compilation	€ 14.540,15
2.3	2.3.1	2 workshops	scientific coordination, delegates participation, organizing event	€ 9.886,51
2.4	2.4.1	2 seminars	give lectures	€ 7.735,82
2.5	2.5.1	Congress "Preservation of historic buildings"	scientific coordination	€ 39.176,59
3.1	3.1.1	Analysis Historical local seismicity	scientific coordination	€ 17.427,94
3.1	3.1.2	Study of the Evolutive stages of the historic centers	scientific coordination	€ 16.707,94
3.1	3.1.3	Typification of structures	coordination, selection of case studies	€ 15.425,17
3.2	3.2.1	Testing methods, equipment and analysis techniques	Design of test setup; computer-aided preliminary analysis of the selected buildings; compilation.	€ 153.215,22
3.2	3.2.2	Operational Modal Analysis applied to historical structures	coordination; data acquisition; data processing; compilation.	€ 43.270,12
3.3	3.3.1	Comparing numerical data with test results	Analysis of the results carried out in 3.2.2; compilation.	€ 20.459,83
3.3	3.3.2	Existing structures: numerical models updating	Updating strategy development; Computer-aided analysis; compilation.	€ 17.776,66
3.4	3.4.1	General methods: overview with illustrative examples	Scientific research; compilation.	€ 18.867,96
3.4	3.4.2	Model updating as a tool for damage detection	Analysis of the results carried out in 3.3.2; compilation.	€ 18.707,02
3.4	3.4.3	Decision support for the	Intervention criteria development; compilation.	€ 17.877,57

## S.M.ART. BUIL.T. - I1-3.2

		management of monitoring data		
4.4	4.4.2	Testing & Evaluation	Testing & Evaluating of wireless network and collected data	€ 19.171,16
4.5	4.5.1	Integration, testing and evaluation	Integration of wireless network with data collection unit	€ 9.733,15
5.1	5.1.1	Rapid screening method of seismic safety	Coordination; buildings inspection; compilation.	€ 18.554,47
5.1	5.1.2	Combining pushover analysis - response spectrum approach	Computer-aided analysis of the selected buildings; compilation.	€ 17.271,48
5.1	5.1.3	Probabilistic seismic risk assessment: applications	Numerical simulations; compilation.	€ 18.033,60
5.1	5.1.4	An overview of loss estimation methods with applications	Numerical simulations; compilation.	€ 12.540,45
5.2	5.2.1	Actual buildings vulnerability from strong motion arrays	coordination; data acquisition; data processing; analysis of results; compilation.	€ 21.161,19
5.3	5.3.1	Techniques and methods for vulnerability reduction	Scientific research; compilation.	€ 16.300,00
5.3	5.3.2	Urban rehabilitation plan for a pilot district	Scientific research; compilation.	€ 14.140,00
5.3	5.3.3	Historical buildings: monitoring via wireless sensor networks.	Scientific research; compilation, administrative and financial coordination	€ 1.760,00
5.4	5.4.1	Rules for Strengthening and Repair of historical buildings	Scientific research; compilation, administrative and financial coordination	€ 12.922,50

<b>Total budget</b>	<b>C 602.685,28</b>
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**6.2** The main tasks of **University of Salento**, referred to as 'Project Partner 2', apart from those referred to in Art. 5 are summarised as follows:

Description of role:

The University of Salento (P2), will mainly focus on the following aspects: dynamic identification (i.e. the measurement of the dynamic characteristics of existing buildings by mean of ambient vibration testing), numerical models updating and damage detection of the selected buildings in Trani and Corfu. In particular, P2 will be involved in the design of the setup of the tests and in the interpretation of the results and their use for damage identification.

The **University of Salento**, will be involved in these WP:

**WP 1** is concerned with the scientific coordination and administrative and financial management. The activity goals are manifold:

- assessment of the relevant research steps, providing a global evaluation of the progress and the results achieved
- ensure the coordination and support in the administrative and financial matters to all the different partners
- check the respect of the ETCP administrative and financial requirements, timetable and schedules.

**WP 2** is concerned with the information actions and knowledge dissemination activities. The key idea is that the experience acquired within the project can be conveniently used for the seismic assessment of historical buildings belonging to the Italian and Greek architectural cultures, so achieving a satisfactory level of the seismic protection, very valuable from the public safety point of view.

**WP 3** is concerned with the basic idea of the project. The main goal is to check the conservation status of some representative historical buildings throughout the measurement of their dynamic response under ambient and/or artificial loads. Traditional wired sensors are intended to be used, together with innovative analysis techniques.



## S.M.ART. BUIL.T. - 11-3.2

**WP 4** is concerned with the theoretical assessment and the in-situ application of an innovative technological framework based on permanent structural monitoring through distributed and miniaturized wireless sensing systems

**WP 5** represents the stage of the project in which the first advances in the state-of-the-art will be available. This workpackage is devoted both to numerical and experimental analysis, aimed at the seismic vulnerability assessment via monitoring by mean of wireless sensor networks

The Deliverables of Partner, the Partner's Contribution to Deliverables and costs are:

Action No	Deliv. No	Deliverable Title	Partner's Contribution to Deliverable	Cost
1.1	1.1.1	project proposal	compilation	€ 2.701,70
1.2	1.2.1	6 review meetings	delegates participation	€ 4.366,93
2.2	2.2.2	4 electronic newsletters	scientific research and compilation	€ 3.024,82
2.3	2.3.1	2 workshops	delegates participation	€ 1.709,13
2.4	2.4.1	2 seminars	give lectures	€ 1.544,71
2.5	2.5.1	Congress "Preservation of historic buildings"	organizing events	€ 1.366,89
3.2	3.2.1	Testing methods, equipment and analysis techniques	Design of test setup; sensors calibration.	€ 12.259,45
3.2	3.2.2	Operational Modal Analysis applied to historical structures	data acquisition; data processing.	€ 6.373,40
3.3	3.3.1	Comparing numerical data with test results	Analysis of the results carried out in 3.2.2.	€ 14.675,00
3.3	3.3.2	Existing structures: numerical models updating	Updating strategy development.	€ 5.924,55

## S.M.ART. BUIL.T. - I1-3.2

3.4	3.4.1	General methods: overview with illustrative examples	Scientific research.	€ 6.930,50
3.4	3.4.2	Model updating as a tool for damage detection	Analysis of the results carried out in 3.2.2.	€ 5.302,53
3.4	3.4.3	Decision support for the management of monitoring data	Intervention criteria development.	€ 3.809,50
4.4	4.4.2	Testing & Evaluation	Testing & Evaluating of wireless network and collected data	€ 544,70
4.5	4.5.1	Integration, testing and evaluation	Integration of wireless network with data collection unit	€ 709,10
5.1	5.1.2	Combining pushover analysis - response spectrum approach	Computer-aided analysis of the selected buildings; compilation.	€ 1.557,20
5.1	5.1.3	Probabilistic seismic risk assessment: applications	Numerical simulations; compilation.	€ 2.302,42
5.1	5.1.4	An overview of loss estimation methods with applications	Numerical simulations; compilation.	€ 1.973,50
5.2	5.2.1	Actual buildings vulnerability from strong motion arrays	data acquisition; data processing; analysis of results.	€ 2.924,02
Total budget				€ 80.000,05

**6.3** The main tasks of **Municipality of Trani**, referred to as 'Project Partner 3', apart from those referred to in Art. 5 are summarised as follows:

Description of role:

The Municipality of Trani will cooperate with the Regional Direction for the Cultural and Landscape Heritage of Puglia and the Corfu Municipality Sole Shareholder Company SA (former Corfu Municipality Enterprise for Common Welfare) for the implementation of all the planned joint actions:

S.M.ART. BUIL.T. - I1-3.2

- joint actions of teaching (events organization, delegates participation);
- joint actions of diagnosis and research (archival research on the morphology of the historical centers, support to the in-situ investigations, etc.);
- joint actions of transfer of the scientific and technological knowledge (events organization, compilation of brochures and guidelines, etc.).

The **Municipality of Trani**, will be involved in these WP:

**WP 1** is concerned with the scientific coordination and administrative and financial management. The activity goals are manifold:

- assessment of the relevant research steps, providing a global evaluation of the progress and the results achieved
- ensure the coordination and support in the administrative and financial matters to all the different partners
- check the respect of the ETCP administrative and financial requirements, timetable and schedules.

**WP 2** is concerned with the information actions and knowledge dissemination activities. The key idea is that the experience acquired within the project can be conveniently used for the seismic assessment of historical buildings belonging to the Italian and Greek architectural cultures, so achieving a satisfactory level of the seismic protection, very valuable from the public safety point of view.

**WP 3** is concerned with the basic idea of the project. The main goal is to check the conservation status of some representative historical buildings throughout the measurement of their dynamic response under ambient and/or artificial loads. Traditional wired sensors are intended to be used, together with innovative analysis techniques.

**WP 5** represents the stage of the project in which the first advances in the state-of-the-art will be available. This workpackage is devoted both to numerical and experimental analysis, aimed at the seismic vulnerability assessment via monitoring by mean of wireless sensor networks

The bottom of the page features several handwritten signatures and initials in black ink. From left to right, there is a circular stamp with a signature inside, followed by a large 'R', a signature that appears to be 'Drafi', a large stylized signature, a signature that looks like 'A', and finally a signature on the far right.



## S.M.ART. BUIL.T. - I1-3.2

The Deliverables of Partner, the Partner's Contribution to Deliverables and costs are:

Action No	Deliv. No	Deliverable Title	Partner's Contribution to Deliverable	Cost
1.1	1.1.1	project proposal	compilation	€ 1.238,40
1.2	1.2.1	6 review meetings	delegates participation	€ 9.288,40
2.1	2.1.1	web-site development	implementation and updating	€ 7.000,00
2.1	2.1.2	Metadata repository development	implementation and updating	€ 6.050,00
2.2	2.2.1	2000 project brochures	compilation and dissemination	€ 6.200,00
2.2	2.2.2	4 electronic newsletters	compilation and dissemination	€ 8.000,00
2.3	2.3.1	2 workshops	delegates participation	€ 3.645,36
2.4	2.4.1	2 seminars	delegates participation, organizing event	€ 4.540,72
3.1	3.1.1	Analysis Historical local seismicity	archival research, compilation	€ 18.000,00
3.1	3.1.2	Study of the Evolutive stages of the historic centers	archival research, compilation	€ 18.000,00
3.1	3.1.3	Typification of structures	archival and in situ research, compilation	€ 18.000,00
3.2	3.2.2	Operational Modal Analysis applied to historical structures	support to investigations; technical and logistic support.	€ 10.364,16
3.4	3.4.3	Decision support for the management of monitoring data	technical support.	€ 6.992,00
5.1	5.1.1	Rapid screening method of seismic safety	support to investigations; technical and logistic support.	€ 10.114,16
5.2	5.2.1	Actual buildings vulnerability from	support to investigations; technical and logistic support.	€ 10.014,16

## S.M.ART. BUIL.T. - I1-3.2

		strong motion arrays		
Total budget				€ 137.447,36

**6.4** The main tasks of **Regional Direction for the Cultural and Landscape Heritage of Puglia**, referred to as 'Project Partner 4', apart from those referred to in Art. 5 are summarised as follows:

Description of role: The Regional Direction for the Cultural and Landscape Heritage of Puglia will cooperate the Municipality of Trani and the Corfu Municipality Sole Shareholder Company SA (former Corfu Municipality Enterprise for Common Welfare) for the implementation of all the planned joint actions:

- joint actions of teaching (events organization, delegates participation);
- joint actions of diagnosis and research (archival research on the morphology of the historical centers, support to the in-situ investigations, etc.);
- joint actions of transfer of the scientific and technological knowledge (events organization, compilation of brochures and guidelines, etc.).

The **Regional Direction for the Cultural and Landscape Heritage of Puglia**, will be involved in these WP:

**WP 1** is concerned with the scientific coordination and administrative and financial management. The activity goals are manifold:

- assessment of the relevant research steps, providing a global evaluation of the progress and the results achieved
- ensure the coordination and support in the administrative and financial matters to all the different partners
- check the respect of the ETCP administrative and financial requirements, timetable and schedules.

**WP 2** is concerned with the information actions and knowledge dissemination activities. The key idea is that the experience acquired within the project can be conveniently used for the seismic assessment of historical buildings belonging to the Italian and Greek architectural cultures, so achieving a satisfactory level of the seismic protection, very valuable from the public safety point of view.

## S.M.ART. BUIL.T. - 11-3.2

**WP 3** is concerned with the basic idea of the project. The main goal is to check the conservation status of some representative historical buildings throughout the measurement of their dynamic response under ambient and/or artificial loads. Traditional wired sensors are intended to be used, together with innovative analysis techniques.

**WP 5** represents the stage of the project in which the first advances in the state-of-the-art will be available. This workpackage is devoted both to numerical and experimental analysis, aimed at the seismic vulnerability assessment via monitoring by mean of wireless sensor networks

The Deliverables of Partner, the Partner's Contribution to Deliverables and costs are:

Action No	Deliv. No	Deliverable Title	Partner's Contribution to Deliverable	Cost
1.1	1.1.1	project proposal	compilation	€ 495,20
1.2	1.2.1	6 review meetings	delegates participation	€ 1.495,20
2.3	2.3.1	2 workshops	delegates participation	€ 1.495,20
2.4	2.4.1	2 seminars	delegates participation	€ 1.795,20
3.1	3.1.1	Analysis Historical local seismicity	archival research, compilation	€ 9.539,60
3.1	3.1.2	Study of the Evolutive stages of the historic centers	archival research	€ 9.539,60
3.1	3.1.3	Typification of structures	archival and in situ research	€ 9.539,60
3.2	3.2.2	Operational Modal Analysis applied to historical structures	support to investigations; technical and logistic support.	€ 4.264,00
3.4	3.4.3	Decision support for the management of monitoring data	technical support.	€ 3.964,00
5.1	5.1.1	Rapid screening method of seismic	support to investigations; technical and logistic support.	€ 4.161,60

## S.M.ART. BUIL.T. - I1-3.2

		safety		
5.2	5.2.1	Actual buildings vulnerability from strong motion arrays	support to investigations; technical and logistic support.	€ 3.714,00
Total budget				€ 50.003,20

**6.5** The main tasks of **Corfu Municipality Sole Shareholder Company SA (former Corfu Municipality Enterprise for Common Welfare)**, referred to as 'Project Partner 5', apart from those referred to in Art. 5 are summarised as follows:

Description of role: the Corfu Municipality Sole Shareholder Company SA (former Corfu Municipality Enterprise for Common Welfare) will cooperate with the Municipality of Trani and The Regional Direction for the Cultural and Landscape Heritage of Puglia for the implementation of all the planned joint actions:

- joint actions of teaching (events organization, delegates participation);
- joint actions of diagnosis and research (archival research on the morphology of the historical centers, support to the in-situ investigations, etc.);
- joint actions of transfer of the scientific and technological knowledge (events organization, compilation of brochures and guidelines, etc.).

The **Corfu Municipality Sole Shareholder Company SA (former Corfu Municipality Enterprise for Common Welfare)**, will be involved in these WP:

**WP 1** is concerned with the scientific coordination and administrative and financial management. The activity goals are manifold:

- assessment of the relevant research steps, providing a global evaluation of the progress and the results achieved
- ensure the coordination and support in the administrative and financial matters to all the different partners
- check the respect of the ETCP administrative and financial requirements, timetable and schedules.

## S.M.ART. BUIL.T. - I1-3.2

**WP 2** is concerned with the information actions and knowledge dissemination activities. The key idea is that the experience acquired within the project can be conveniently used for the seismic assessment of historical buildings belonging to the Italian and Greek architectural cultures, so achieving a satisfactory level of the seismic protection, very valuable from the public safety point of view.

**WP 3** is concerned with the basic idea of the project. The main goal is to check the conservation status of some representative historical buildings throughout the measurement of their dynamic response under ambient and/or artificial loads. Traditional wired sensors are intended to be used, together with innovative analysis techniques.

**WP 5** represents the stage of the project in which the first advances in the state-of-the-art will be available. This workpackage is devoted both to numerical and experimental analysis, aimed at the seismic vulnerability assessment via monitoring by mean of wireless sensor networks

The Deliverables of Partner, the Partner's Contribution to Deliverables and costs are:

Action No	Deliv. No	Deliverable Title	Partner's Contribution to Deliverable	Cost
1.1	1.1.1	project proposal	compilation	€ 810,00
1.2	1.2.1	6 review meetings	delegates participation	€ 23.900,00
2.1	2.1.1	web-site development	implementation and updating	€ 7.000,00
2.1	2.1.2	Metadata repository development	implementation and updating	€ 6.442,50
2.2	2.2.1	2000 project brochures	compilation and dissemination	€ 5.400,00
2.2	2.2.2	4 electronic newsletters	compilation and dissemination	€ 5.130,00
2.3	2.3.1	2 workshops	delegates participation	€ 6.250,00

## S.M.ART. BUIL.T. - I1-3.2

2.4	2.4.1	2 seminars	delegates participation, organizing event	€ 14.317,50
3.1	3.1.1	Analysis Historical local seismicity	archival research, compilation	€ 15.106,67
3.1	3.1.2	Study of the Evolutive stages of the historic centers	archival research, compilation	€ 15.106,67
3.1	3.1.3	Typification of structures	archival and in situ research, compilation	€ 15.106,66
3.2	3.2.2	Operational Modal Analysis applied to historical structures	support to investigations; technical and logistic support.	€ 4.180,00
3.4	3.4.3	Decision support for the management of monitoring data	technical support.	€ 4.025,00
5.1	5.1.1	Rapid screening method of seismic safety	support to investigations; technical and logistic support.	€ 8.202,00
5.2	5.2.1	Actual buildings vulnerability from strong motion arrays	support to investigations; technical and logistic support.	€ 7.602,00
Total budget				€ 138.579,00

**6.6** The main tasks of **Ionian University**, referred to as 'Project Partner 6', apart from those referred to in Art. 5 are summarised as follows:

Description of role: The Ionian University will design and install a wireless accelerometer networks to evaluate ambient-induced vibrations of the selected buildings. These activities will include the compilation of design guidelines for wireless sensor networks, concerning the following aspects: communication, clustering and aggregation.

The **University of Salento**, will be involved in these WP:

**WP 1** is concerned with the scientific coordination and administrative and financial management. The activity goals are manifold:

## S.M.ART. BUIL.T. - I1-3.2

- assessment of the relevant research steps, providing a global evaluation of the progress and the results achieved
- ensure the coordination and support in the administrative and financial matters to all the different partners
- check the respect of the ETCP administrative and financial requirements, timetable and schedules.

**WP 2** is concerned with the information actions and knowledge dissemination activities. The key idea is that the experience acquired within the project can be conveniently used for the seismic assessment of historical buildings belonging to the Italian and Greek architectural cultures, so achieving a satisfactory level of the seismic protection, very valuable from the public safety point of view.

**WP 4** is concerned with the theoretical assessment and the in-situ application of an innovative technological framework based on permanent structural monitoring through distributed and miniaturized wireless sensing systems

**WP 5** represents the stage of the project in which the first advances in the state-of-the-art will be available. This workpackage is devoted both to numerical and experimental analysis, aimed at the seismic vulnerability assessment via monitoring by mean of wireless sensor networks

The Deliverables of Partner, the Partner's Contribution to Deliverables and costs are:

Action No	Deliv. No	Deliverable Title	Partner's Contribution to Deliverable	Cost
1.1	1.1.1	project proposal	compilation	€ 1.111,00
1.2	1.2.1	6 review meetings	delegates participation	€ 5.911,00
2.1	2.1.1	web-site development	implementation and updating	€ 6.900,00
2.1	2.1.2	Metadata repository development	implementation and maintenance	€ 900,00
2.2	2.2.2	4 electronic	scientific research and compilation	€ 12.101,24

## S.M.ART. BUIL.T. - I1-3.2

		newsletters		
2.3	2.3.1	2 workshops	organizing event, delegates participation	€ 3.644,40
2.4	2.4.1	2 seminars	give lectures	€ 4.644,40
2.5	2.5.1	Congress "Preservation of historic buildings"	organizing events	€ 8.766,60
4.1	4.1.1	Network Architecture Design	Design network topology, develop appropriate protocols	€ 9.110,80
4.1	4.1.2	Sensors Supply	Select and supply appropriate sensors and network hardware	€100.252,60
4.2	4.2.1	Initial Setup	Initial Setup and Configuration of wireless network	€ 24.028,58
4.2	4.2.2	Testing & Evaluation	Testing & Evaluation of wireless network	€ 23.271,44
4.3	4.3.1	Data Collection Unit Working	Supply and development of data collection unit	€ 22.199,99
4.4	4.4.1	Deployment	Deployment of wireless network in 4 historical building	€ 12.215,76
4.4	4.4.2	Testing & Evaluation	Testing & Evaluating of wireless network and collected data	€ 13.384,22
4.5	4.5.1	Integration, testing and evaluation	Integration of wireless network with data collection unit	€ 40.551,27
5.2	5.2.1	Actual buildings vulnerability from strong motion arrays	support to investigations; technical and logistic support.	€ 21.149,99
5.3	5.3.3	Historical buildings: monitoring via wireless sensor networks.	Scientific research; compilation.	€ 19.351,24
Total budget				€ 329.494,53



**Article 7: Organisational Structure of the Partnership**

- 7.1** For the successful management of the partnership and completion of the programme, a Management Team will be set up. The Management Team will be responsible for monitoring the implementation of the project. The Management Team will be chaired by the Lead Partner and report to the JTS/Managing Authority. Its members shall include the Lead Partner and project partners. The Management Team shall meet on three months frequency basis. The JTS/MA can also be invited to attend the meetings.
- 7.2** The Management Team will have the authority to delegate specific tasks or responsibilities to such sub-committees or working groups as it shall deem appropriate to establish.

The Management Team is composed by the following members:

**Politecnico of Bari**

Scientific Coordinator: Prof. Dora Foti

Administrative Coordinator: Dr. Andrea Alviti

**University of Salento**

Scientific Coordinator: Dr. Nicola Ivan Giannoccaro

Administrative Coordinator: Paola Solombrino

**Municipality of Trani**

Scientific Coordinator: Dr. Giuseppe Affatato

Administrative Coordinator: Dr. Palma Piccolo

**Regional Direction for the Cultural and Landscape Heritage of Puglia**

Scientific Coordinator: Dr. Marisa Milella

Administrative Coordinator: Dr. Giovanni Sardone

**Corfù Municipality Sole Shareholder Company S.A.**

Scientific Coordinator: Mr. Spiros Vasiliadis

Administrative Coordinator: President Mr. George Mamalos

**Ionian University, Department of Informatics**

Scientific Coordinator: Mr. Vassilios Chrissikopoulos

Administrative Coordinator: Miltiadis Botsis

Each decision can be approved with the majority of the Management Team participants.

Internal communication between via e\_mail and via web-site.



**Article 8: Cooperation with third parties**

- 8.1** In case of cooperation with third parties, including subcontractors, delegation of part of the activities or of outsourcing, the project partner concerned shall remain solely responsible to the Lead Partner, concerning compliance with its obligations as set out in this Partnership Agreement. The Lead Partner shall be informed by the project partner about the subject and party of any contract concluded with a third party.
- 8.2** No project partner shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of all the other project partners.
- 8.3** Cooperation with third parties including subcontractors shall be undertaken in accordance with the procedures set out in EU and national rules on public procurement.
- 8.4** Partners can, should they deem it necessary, notify connected third parties of this agreement in case it is deemed necessary.

**Article 9: Project Budget and Eligible Expenditure**

- 9.1** The Lead Partner is responsible for preparing a project proposal setting out an estimate of eligible expenditure and funding (ERDF and national co-financing). The budget of the project proposal shall be denominated in euro. The budget allocated to each partner as well as the project total budget is presented in the table below:

	Institution	Country	Total eligible cost	ERDF Contribution	National Contribution
<b>Lead Partner</b>	Politecnico di Bari	Italy	€ 602.685,28	€ 452.013,96	€ 150.671,32
<b>Partner 2</b>	University of Salento	Italy	€ 80.000,05	€ 60.000,04	€ 20.000,01
<b>Partner 3</b>	Municipality of Trani	Italy	€ 137.447,36	€ 103.085,52	€ 34.361,84
<b>Partner 4</b>	Regional Direction for the Cultural and Landscape Heritage of Puglia	Italy	€ 50.003,20	€ 37.502,40	€ 12.500,80

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<b>Partner 5</b>	Corfu Municipality Sole Shareholder Company SA (former Corfu Municipality Enterprise for Common Welfare)	Greece	€ 138.579,00	€ 103.934,25	€ 34.644,75
<b>Partner 6</b>	Ionian University	Greece	€ 329.494,53	€ 247.120,90	€ 82.373,63
<b>Total Project Budget</b>			€ 1.338.209,42	€ 1.003.657,07	€ 334.552,36

- 9.2** The eligibility of expenditure will be determined based on Commission Regulations and national laws. Eligible expenditure must be: 1) directly related to the content of the project; 2) necessary for the implementation of the project as long as they are reasonable and consistent with the principles of operational efficiency and economy; 3) actually incurred and are identifiable and verifiable in the accounting and taxation records of the project partner;
- 9.3** Expenditure should follow eligibility rules stipulated at the Project Implementation Manual (Eligibility guidelines).
- 9.4** The ERDF financial contributions shall be paid into the account of the Lead Partner who shall be responsible for the administrative and financial management of the funds and for transferring the funds to the respective project partners in accordance with their verified expenditure incurred for project actions effectively carried out.

**Article 10: Monitoring, Evaluation and Reporting**

- 10.1** The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an ongoing basis.
- 10.2** The Lead Partner is responsible for submitting progress reports and statements of expenditure to the JTS throughout the lifetime of the project (as indicated in the Subsidy Contract) and by the official end date of the project in order for final payment to be received. These reports should provide details of the activities undertaken as part of the project, the

## S.M.ART. BUIL.T. - I1-3.2

progress/outcomes achieved against targets, expenditure incurred, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.

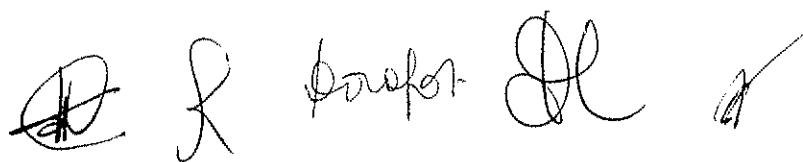
- 10.3** Each project partner is obliged to supply the Lead Partner with all information and documentation that the latter deems necessary for the preparation of reports of any kind to the JTS/MA or any other structure of the Programme.
- 10.4** The Lead Partner shall inform all project partners on a regular basis of all relevant communication between the Lead Partner and the Managing Authority, the Joint Technical Secretariat and the Certifying Authority.

**Article 11: Financial Control and Audits**

- 11.1** For control and audit purposes, the Lead Partner and the project partners shall:
1. Retain all files, documents and data concerning the project for a period of at least three years after the closure of the Programme, according to art. 90, par.1 of EC Regulation 1083/2006.
  2. Make all the necessary arrangements to ensure that any controls and audits, notified by the duly authorised regional, national, and Community Authorities, can be carried out.
  3. Give the controlling/auditing authorities any information about the project they request and give them access to the accounting books, supporting documents and other documentation related to the project.
- 11.2** The information concerning the reality and validity of actions and expenses eligible for ERDF funding provided by each project partner shall engage only its own responsibility.

**Article 12: Communication and Publicity**

- 12.1** The project partners shall implement the communication and publicity measures in accordance with the project application and Commission Regulations on information and publicity measures to be carried out by the Member States concerning co-financing from the Structural Funds. They shall play an active role in any actions organised to disseminate the results of the project. Any public relations measure shall be coordinated by the Lead Partner.



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**12.2** Each project partner shall point out in the framework of any public relations measures that the project was implemented through financial co-financing from OP funds.

**Article 13: Dissemination of Project Outcomes**

The Lead Partner and the Project Partners accept the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available to all interested parties so far as they serve for information and communication actions in respect of the OP by which the project is funded.

Furthermore, they commit themselves to actively participate in any actions organised in order to capitalise on and disseminate the results of the project.

**Article 14: Property Rights**

**14.1** All intellectual property rights that derive from the project are vested in the partnership in their entirety. The Project Partners accept that the Managing Authority reserves the right to use any of them for information and communication actions in respect of the OP. In case there are pre-existing intellectual property rights, which are made available to the project, these are fully respected.

**14.2** The Project Partners dispose of the intellectual property rights related to the project and settle any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims in accordance with mutually agreed upon rules, based on the prevailing rules and existing legislation on intellectual property law.

**Article 15: Confidentiality Requirements**

**15.1** Although the nature of the implementation of this Project is public, it has been agreed that part of the information exchanged in the context of its implementation among the Project Partners themselves or with the MA, JTS and the Monitoring Committee, can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such. This, for example, concerns studies that have been made available to one of the parties in the context of the Project concerning



methods, know how, files or any other type of document labelled confidential. This information can only be used by the Partners according to the provisions of this agreement.

**15.2** Project Partners commit themselves to taking measures so that all staff members carrying out the work respect the confidential nature of the above-mentioned information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Partner and the partner institution that provided the information. The Project Partners commit to taking the same measures to maintain the confidential nature of the information, as they would do should it concern their own confidential information.

**15.3** This confidentiality clause shall remain in force for 2 years following the termination of this agreement.

**Article 16: Modifications, Withdrawals and Disputes**

**16.1** This present Partnership Agreement can only be changed by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget, etc) that are approved according to the procedure described in the Programme Manual shall be effective as alterations of this present Partnership Agreement.

**16.2** The Lead Partner and the project partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to occur, the Lead Partner and the project partners shall endeavour to cover the contribution of the withdrawing project partner, either by assuming its tasks or by asking one or more new partners to join the partnership.

**16.3** In case of any disputes controversy of claim among themselves, arising under, out of or relating to this contract and any subsequent amendments, the project partners are obliged to work towards an amicable settlement. Disputes will be referred to the Project Management Team. If efforts to achieve an amicable settlement should fail, the project partners are obliged to seek an out-of-court arbitration procedure. Any legal dispute that may result between the parties, from or in connection with this Partnership Agreement, will be refer to the "Camera Arbitrale e della Mediazione" at the chamber of commerce of Bari. The dispute will proceed according to the Regulation of the Camera that the parties declare to accept and which will have to considered an integral part of this clause.



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**16.4** Any legal dispute that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located.

**Article 17: Non-fulfilment of Obligations or Delay**

**17.1** All Project Partners are obliged to promptly inform the Lead Partner and to provide the latter with all the useful details should there be events that could jeopardise the implementation of the Project.

**17.2** Should one of the Project Partners not fulfil its obligations under the present contract, the Lead Partner shall inform the respective partner that he has to comply with the project objectives as soon as possible and in any case within a maximum period of one month's time.

**17.3** Should the non-fulfilment of obligations continue, the Lead Partner may decide to exclude the Project Partner concerned from the Project, with approval of all the other members of the Management Team. Any modification in the Project Partnership has to acquire approval of the Monitoring Committee.

**17.4** The debarred partner is obliged to refund to the Lead Partner any ERDF funds that have been unduly received, within the month following notification.

**17.5** In the event of total or partial non compliance with its obligations of any of the project partners or in the event of material errors in the effective execution of project activities, each cosignatory member of the preset Partnership Agreement undertakes the obligation to return to the Lead Partner any funds that have been unduly received, within the month following notification.

**17.6** In cases where the non-compliance of a Project Partner's with its project obligations has financial consequences for the funding of the Project as a whole, the Lead Partner may demand compensation to cover the sum involved.

**17.7** In case that the Managing Authority has proof for irregularities in the project, it will demand the return of all or part of the funding paid out for the project from the Lead Partner who will claim the amount concerned by the respective partner/s. In the event that the recovery of funds is not possible, the Lead



Partner must immediately inform the Managing Authority who will inform the respective Member State/s. The respective member states shall return the amounts requested to the Certifying Authority. The demand of return of all of the funding paid out for the project shall automatically mean the termination of the present contract.

#### **Article 18: Reduction and Termination of the Subsidy Contract**

Should the Monitoring Committee be forced to reduce the budget of a project or stop the funding referred to in the Subsidy Contract, and should this entail full or partial return of the Operational Programme funds already transferred, all Project Partners are obliged to return to the Operational Programme funds accordingly.

The final financial settlement, drawn up on the basis of the Final Statement of Expenditure shall show, both for the whole Project as well as for every Project Partner, the status of the eligible expenses and the portion of the Operational Programme grant allocated to all Project Partners. This determines the amount of funds that every partner must return. Every Project partner will be held accountable for the full amount of the community funds he has received, should the Monitoring Committee claim the recovery of such funds.

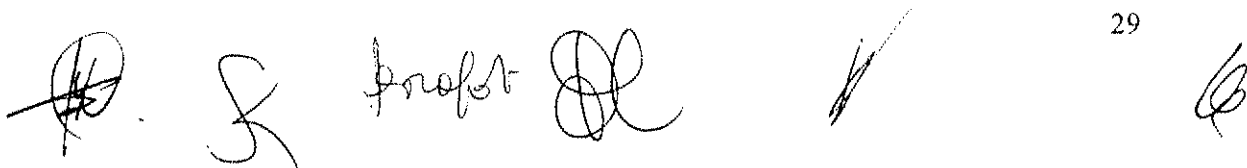
#### **Article 19: Working Language**

The working language of this Partnership is **English**. In case of translation of this document into another language, the English language *version* shall be the binding one.

#### **Article 20: Legislation and Force Majeure**

**20.1** This Partnership Agreement is governed by **Italian** Law, being the law of the country of the Lead Partner.

**20.2** The provisions of Community Law, particularly the provisions of Articles 34, 36 and 56 of the Treaty on the Function of the European Union (TFEU), as well as the provisions of the Community Directives concerning co-ordination of procedures for the award of public service contracts, public supply contracts and public works contracts, and the provisions of Community environmental law must be complied with when entering into contracts





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concerning actions or investments in the context of this Project. The provisions of this agreement that unlawfully deviate from these provisions shall be deemed as unwritten.

- 20.3** No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure. If such a case arises, the project partner involved shall announce this immediately in writing to the other project partners. All events or circumstances independent of this will of the partners that impede the implementation of the agreement shall be deemed force majeure.

**Article 21 : Legal Succession**

In cases of legal succession (e.g. where the Lead Partner changes its legal form), the Lead Partner is obliged to transfer all duties under this contract to the legal successor.

**Article 22 : Nullity**

Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.

The fact that one of the parties does not request application of one of the provisions of the agreement does not imply that this party waives such provision.

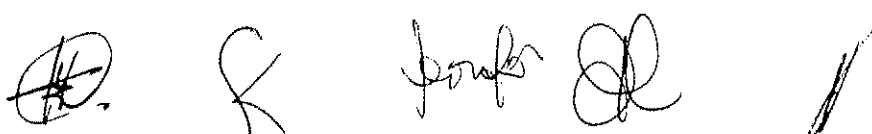
**Article 23 : Lapse of Time**

Legal proceedings concerning any issue ensuing from this agreement may be lodged before the courts within three years after the real facts have occurred. In the event of legal proceedings concerning a claim to return funds, a period of three years following the last money transfer shall be applied, upon approval by the Joint Monitoring Committee.

**Article 24 : Domicile**

To the effect of this agreement, the Project Partners shall irrevocably choose domicile at the address stated in their letterhead where any official notifications can be lawfully served.

Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.



**Article 25: Final Statement**

The EC guidelines and the distributed financial and legal obligations are considered to be integral part of this contract between the Project Partners.

Written in **Bari** in 7 original copies, on 12<sup>th</sup> of December 2011

**Politecnico di Bari**

**Represented for the purposes of this Act by Prof. Dora Foti, delegated by the Rector, Prof. Nicola Costantino, under the D.R. 298 of the 13/09/2011.**

[Signature]



**University of Salento**

**Prof. Domenico Laforgia - Rector**

[Signature]



**Municipality of Trani**

**Dott. Giuseppe Tarantini - Mayor:**

[Signature]



**Regional Direction for the Cultural and Landscape Heritage of Puglia)**

**Dott. ssa Isabella Lapi- General Director**

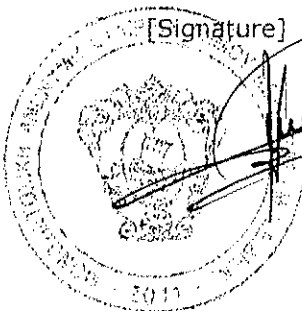
[Signature]



**Corfù Municipality Sole Shareholder Company S.A. - Pyli ag. Nikolaou, Faliraki, Corfù (Greece)**

**George Mamas - President**

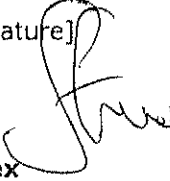
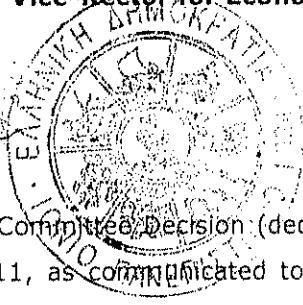
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**Ionian University, Department of Informatics**  
**Stavros Katsios - Vice-Rector for Economic Planning and Development**

[Signature]

**Annex**

- 
- 
- 1) Monitoring Committee Decision (decision of the 3<sup>rd</sup> Monitoring Committee on 15 July 2011, as communicated to the lead partner in the letter dated 27 September 2011).
  - 2) Application form



Il presente verbale è stato approvato e sottoscritto nei modi di legge.

IL SEGRETARIO GENERALE

F.to Dott. Luca F.sco Paolo Russo

IL SINDACO

F.to Avv. Luigi Nicola Riserbato

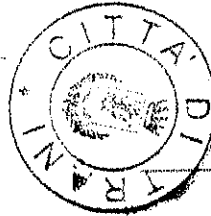
N° 116 reg. pubblic.

IL SEGRETARIO GENERALE

ATTESTA

che la presente deliberazione: 3 AGO 2012 18 AGO 2012  
è affissa all'albo Pretorio dal \_\_\_\_\_ al \_\_\_\_\_ per  
15 giorni consecutivi come prescritto dall'art. 124, 1° comma, del T.U.E.L. approvato  
col D.Lgs. 18.8.2000, n. 267, contestualmente comunicata ai Capi Gruppo Consiliari.

Trani, 3 AGO 2012



IL SEGRETARIO GENERALE

SECRETARIO GENERALE  
Dott. Luca Francesco Paolo Russo

Il Segretario, visti gli atti d'ufficio,

ATTESTA

che la presente deliberazione:

- è stata dichiarata immediatamente eseguibile: (art. 134 comma 4 del D.lgs. 267 18.8.2000)  
 è divenuta esecutiva il \_\_\_\_\_ decorsi 10 giorni dalla pubblicazione;  
(art. 134 comma 3 del D.lgs. 267 18.8.2000)

Trani, \_\_\_\_\_

IL SEGRETARIO GENERALE

Copia conforme ad uso amministrativo.

Trani, 3 AGO 2012



Il Funzionario delegato

SECRETARIO GENERALE  
Dott. Luca Francesco Paolo Russo