



HERIT-DATA

MEMORANDUM OF UNDERSTANDING

Sustainable Heritage Management towards Mass Tourism Impact
thanks to a holistic use of Big and Open Data

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MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES FROM THE INTERREG MED PROJECT “HERIT DATA” AND THE SIGNING ENTITIES

Mass tourism in the Mediterranean coastal areas does not only have an impact on “beach resorts”. It is also promoted for destinations of great cultural, historical and heritage importance, from old historical centres to natural and archaeological sites, many of them recognized as UNESCO World Heritage sites.

Without doubt, tourism is a major engine of economic development. However, it can also create a burden difficult to bear among the inhabitants, and has a great impact on the conservation of the heritage (natural, tangible and intangible)

The Interreg MED project “HERIT DATA” (hereinafter referred to as “HERIT DATA”), represented by its consortium, aims to support a more sustainable management of those heritage sites that during peak season receive high flows of visitors, by taking advantage of Information and Communication Technologies (ICT) (platform, tools, et al.) and data exploitation.

HERIT DATA counts 6 pilot sites that were suffering or wanted to anticipate high flows during specific periods of time. This project allowed pilot sites to measure and characterize flows using different kinds of sensors (cameras, pax counting sensors, etc.) and then analyze the acquired data and act on either regulations or raising awareness campaigns or facilitating timely information to visitors for them to re-route, etc.

For this reason, HERIT DATA is committed to advising the signing entities in addressing the measuring of tourism impacts and the subsequent action to revert, anticipate or improve the original issue or challenge.

The signing entities are aware of this need and are highly committed to act on it for a further sustainable development of tourism in their territories.

Afterwards, and as a fundamental step in fulfilling the commitments of both parties, HERIT DATA consortium representatives and the signing entities consider the signature of the present Memorandum of Understanding.

Now, therefore, the Parties have agreed as follows:

Article I: Aims and scope

1.1. The objective of this Memorandum of Understanding is to enhance cooperation between the representatives from the HERIT DATA consortium and the signing entities, whereby the Parties agree that they will cooperate closely and consult one another on matters of mutual interest in order to achieve their common objectives, which include:

- To enhance the cooperation and advocacy efforts for the sustainable use and management of cultural heritage sites in the Mediterranean area;

- To use and disseminate available tools and solutions developed and tested in the framework of the HERIT DATA project and other projects and initiatives related to the management of cultural heritage sites among new tourism destinations;
- To promote and foster close collaboration on policy approaches in the field of sustainable management of cultural heritage sites, addressing and anticipating overtourism in the Mediterranean area and to ensure a more strategic framework for cooperation at all levels between the two parties;
- To promote knowledge sharing with the view of fostering co-ordination and synergies in the fields of work of both Parties;
- To identify initiatives, such as joint project development, of common interest and to raise awareness of the work of the two parties at national, international and regional level;
- To build on each other's work and know-how, particularly in the field of the key value of data to address and prevent the negative impact of tourism on cultural heritage sites; and
- If possible, to jointly cooperate in order to transfer knowledge to tourism stakeholders and other regions and destinations.

1.2. The Parties agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this Memorandum of Understanding, in order to implement the objective set forth above.

1.3. The Parties agree that this Memorandum of Understanding does not confer any exclusivity regarding activities covered by this Memorandum and that they may collaborate on similar activities with other partners.

Article II: Areas of cooperation

2.1. Subject to the programme of work of the parties and to the provisions of this Memorandum, the representatives from HERIT DATA consortium and the signing entities will cooperate in the implementation of joint initiatives and projects that may arise, including (but not exclusively) any of the following areas:

- Sharing of knowledge and expertise with regards to indicators and data to measure the impact of tourism on heritage sites and the actions to be taken to prevent it, minimize it or anticipate to anticipate it for the sake of sustainable cultural/natural/archeological heritage site management, always in accordance with the respective policies, procedures, rules and approvals of the parties;
- Organisation of joint training programmes and capacity building workshop(s) with particular emphasis on sustainable cultural heritage sites management, overtourism measuring, overtourism actions towards sustainability and skills development;
- Organisation of joint events on commonly agreed themes and subjects; and
- Joint research, publications and actions in the areas of mutual interests.

2.2. The Parties will hold regular meetings between their designated focal points, or their representatives, to review the outcomes and issues arising from their cooperation, to agree on priorities and issues for future cooperation and to identify new areas of collaboration.

Article III: Ethical Character and privacy (GDPR)

The signing entities commit to (original source: Occitanie Data (2019¹))

- 3.1. strictly respect the rights and fundamental freedoms of the citizen as set out in the Declaration of Human Rights of 1789, the Preamble of the Constitution of 1946, the Charter of the Environment of 2004, the European Convention on Human Rights, of 1950 and the Charter of Fundamental Rights of the European Union of 2000, and more specially **the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).**
- 3.2. Be determined to explore all the possibilities offered by the legal framework to carry out innovative projects in a trustworthy framework, like the re-use of personal data for archival purposes in the public interest, for scientific or historical research or for statistical purposes.
- 3.3. Be aware that the current framework does not provide specific guarantees for data sharing actors, and that a thriving data economy can only prosper in an area of trust in which ethical principles are respected.
- 3.4. Be convinced that ensuring a high level of data protection is an essential prerequisite for the use of shared-data.
- 3.5. Be conscious,
 - that citizens express serious concerns about the capacity of both public authorities and economic and social operators to manage data in an responsible way,
 - that the processing and the sharing of data raises fundamental ethical questions and entails high social risks,
 - that, to our knowledge, there is no ethical charter or declaration on data science with a similar scope to those that exist for Artificial Intelligence (AI).
- 3.6. Be resolved,
 - to provide a legal and ethical framework that facilitates data sharing, pursuing the aim of developing a data economy serving everyone's sake,
 - to set the foundations for a social pact of trust between citizens and data science.

Article IV: Modalities of cooperation

4.1. The objectives, expected results, commitments and modalities of execution for specific projects to be implemented under the scope of this Memorandum of Understanding shall be agreed upon by the representatives from HERIT DATA consortium, the signing entities and any other interested party in specific project documents, and approved through the conclusion of a corresponding partnership agreement between the Parties.

¹ Occitanie Data (2019). Occitanie Data's Ethical Charter for trustworthy development of the data economy.

- 4.2. The implementation of activities and projects envisaged in this Memorandum of Understanding will depend on the availability of the necessary financial resources and will be made in accordance with the regulations, rules, instructions, policies and procedures in force for the representatives from the HERIT DATA consortium and the signing entities.
- 4.3. The Parties will make every effort to inform each other of all issues that might affect the implementation of this Memorandum of Understanding and the activities to be implemented.
- 4.4. Nothing in this Agreement shall be deemed to represent a financial implication or commitment on any of the Parties.

Article V: Language, general conditions and use of the name, acronym, logo and emblem

- 5.1. The language of this MoU is English and will be the only valid version of it. Nevertheless, the Parties can produce and provide to the new Signatory courtesy translations in all the necessary languages.
- 5.2. Nothing in or relating to this Memorandum of Understanding will be construed as establishing a joint venture, agency, exclusive arrangement, or other similar relationship implying any joint liability between the representatives from HERIT DATA and the signing entities.
- 5.3. The signing entities confirm that they are not directly involved in the production of goods, the delivery of services or any other activity which could be opposed to the objectives or principles of HERIT DATA or the European Regional Development Fund.
- 5.4. The signing entities will respect the laws of the countries in which they operate. The signing entities will not permit any official of the Organisation to receive a direct or indirect profit from this Memorandum or from any subsequent agreement(s) between the Parties.
- 5.5. The Parties will not assign, transfer, pledge, or make other disposition of the present Memorandum of Understanding or any part thereof or of any of the rights, claims, and obligations under the present Memorandum of Understanding except with the prior written approval of the other party. Any of the aforementioned actions taken without such written approval will not be valid.
- 5.6. The signing entities and their affiliates will not in any manner whatsoever use the name, emblem, acronym or logo of HERIT DATA in connection with their business or otherwise without express prior written authorization of HERIT DATA and upon the terms and conditions established by HERIT DATA and the Interreg MED Programme.
- 5.7. Subject to the prohibition established in Article 4.1. above, either party may issue press releases or make public announcements relating to this Memorandum of Understanding; however, the signing entities will first provide a draft of any intended

press release to the representatives from HERIT DATA for review and approval before being issued and the representatives from HERIT DATA will first provide a draft on any intended press release to the signing entities for review and approval before being issued.

Article VI: List of HERIT DATA representatives

6.1. List of HERIT DATA partnership signatories

- Regione Toscana
- Conference of Peripheral Maritime Regions (CPMR)
- AViTem Agency for Sustainable Mediterranean Cities and Territories
- La Région Occitanie
- Turisme Comunitat Valenciana
- Region of Western Greece
- Fundación Santa María la Real
- City of Dubrovnik Development Agency
- Center for Spatial Research
- Faculdade de Ciências e Tecnologia, Lisboa
- Fundación ValenciaPort
- Fondazione per la Ricerca e l'Innovazione
- DISIT Lab Università Degli Studi di Firenze

Article VII: Entry into force, amendment and termination

7.1. This Memorandum of Understanding will enter into force on the date of its signature by the Parties, and will remain in effect until 2027 unless terminated by either party six months prior written notice to the other party. No such termination will affect contractual obligations already entered into by either party under this Memorandum. This Memorandum of Understanding may be renewed by written agreement of the parties before 2027.

7.2. Any amendment to this Memorandum of Understanding will be effective by mutual agreement of the parties through an appropriate exchange of letters.

Article VIII: Introduction to the Annexes to be completed

8.1. Annex I refers to the representatives from HERIT DATA and signing entities identifying themselves with one of the typologies targeted by the project and selecting the activity(ies) they commit to.

Article IX: Governing Law

9.1. The present Memorandum of Understanding will be construed in accordance with general principles related to the signatories countries laws.

Article X: Privileges and Immunities

10.1. Nothing in or relating to this Memorandum of Understanding shall be deemed to represent a waiver of the Privileges and Immunities of HERIT DATA.

Agreement and acceptance of this Memorandum of Understanding are indicated by the signature of the duly authorized representatives of the parties.

ANNEX I: Adhesions to the HERIT DATA Memorandum of Understanding

By signing this Memorandum of Understanding, the Signatory, representative of (Externals should write the number on their signature page):

1. Regional tourism public authority
2. Regional environment/conservation public authority
3. Local tourism public authority
4. Local environment/conservation public authority
5. Destination Management Organisation
6. Heritage site managing entity (port, city/town, natural site, monument)
7. Research or higher education institution
8. NGO
9. Tech company (SME or big company)
10. Other type of company (SME or big company)
11. Private sector entity
12. Other (please specify):

Commits to (Externals should write the letter on their signature page):

- a. I do not commit to any specific tool/methodology, but I commit to fight against /prevent high tourism flows that could damage any type of heritage
- b. Use the set of HERIT DATA indicators according to the site specific needs
- c. Develop a pilot platform related to a new specific site (old city center, port, heritage site, monument), if possible using Snap4City solution
- d. Install new sensors (cameras, pax counters, et al.) to collect useful data for future tourism management
- e. Hire an expert or manage by itself the collection of all the existing available data related to Herit-Data indicators and therefore related to tourism flows
- f. Upload the collected data to the Snap4City platform
- g. Make internal/collected data available and Open for both local/regional authorities and Snap4City solution/project platform
- h. Measure the carrying capacity of a specific site (even a monument) using Herit-Data indicators, the already in place/new sensors installed, set a threshold and verify its limit periodically
- i. Develop, if possible in collaboration with an already existing and local App, a feature in the same App to check and monitor tourism flows. Other types of features are welcome, if they are able to show data related to tourism flows and therefore be of support in decision making process
- j. Disseminate Herit-Data pilot results and the related videos
- k. Disseminate and promote project results and what has been achieved through the project platform, showing dashboards et al.
- l. Have training/capacity building events related to the use of the platform (possibly Snap4City solution)
- m. Have training/capacity building events related to how to manage tourist flows thanks to the use of ICT tools

- n. Have local/regional workshop to transfer to other new potential interested parties the project results or the new pilots results (obtained after the end of Herit-Data project)
- o. Disseminate and transfer the Mainstreaming Model to its own area, to other Mediterranean destinations and beyond.
- p. Others (please specify):

HERIT DATA consortium representative:

Signatory entity: **Regione Toscana**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



REGIONE
TOSCANA



Project co-financed by the European
Regional Development Fund

Programme co financed by the
European Regional Development Fund



HERIT DATA consortium representative

Signatory entity: **Fondazione per la Ricerca e l'Innovazione**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



Fondazione per la ricerca
e l'innovazione



Project co-financed by the European
Regional Development Fund

Programme co financed by the
European Regional Development Fund



HERIT DATA consortium representative

Signatory entity: **Fundación Santa María la Real**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



Project co-financed by the European
Regional Development Fund

HERIT DATA consortium representative

Signatory entity: **City of Dubrovnik Development Agency**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



DURA

Razvojna agencija Grada Dubrovnika
City of Dubrovnik Development Agency



Project co-financed by the European
Regional Development Fund

Programme co financed by the
European Regional Development Fund



HERIT DATA consortium representative

Signatory entity: **AViTem Agency for Sustainable Mediterranean Cities and Territories**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



Project co-financed by the European
Regional Development Fund

Programme co financed by the
European Regional Development Fund



HERIT DATA consortium representative

Signatory entity: **Faculdade de Ciências e Tecnologia, Universidade Nova de Lisboa**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



Project co-financed by the European
Regional Development Fund

Programme co financed by the
European Regional Development Fund



HERIT DATA consortium representative

Signatory entity: **Fundación ValenciaPort**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



Project co-financed by the European
Regional Development Fund

HERIT DATA consortium representative

Signatory entity: **La Région Occitanie**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



Project co-financed by the European
Regional Development Fund

HERIT DATA consortium representative

Signatory entity: **Conference of Peripheral Maritime Regions and its Intermediterranean Commission**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



CPMR
CRPM



Project co-financed by the European
Regional Development Fund



HERIT DATA consortium representative

Signatory entity: **Turisme Comunitat Valenciana**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



Project co-financed by the European
Regional Development Fund

HERIT DATA consortium representative

Signatory entity: **Region of Western Greece**

Name and Surname of the signatory:

Position:

Date and place:

Signature:



REGION
OF WESTERN
GREECE
full of contrast!



Project co-financed by the European
Regional Development Fund

HERIT DATA consortium representative

Signatory entity: **Center for Spatial Research**

Name and Surname of the signatory: **Igor Kuvač**

Position: **President**

Date and place: **Banja Luka, 1.12.2021**

Signature:



Project co-financed by the European
Regional Development Fund

HERIT DATA consortium representative

Signatory entity: **Università Degli Studi di Firenze _ Dipartimento di Ingegneria dell'Informazione - DISIT Lab**

Name and Surname of the signatory: Prof. Enrico Vicario

Position: Direttore Dipartimento

Date and place: Firenze, 18/02/2022

Signature:



Project co-financed by the European
Regional Development Fund

External signatory (Not HERIT DATA consortium representative)

Name and surname of the signatory:

Position:

On behalf of (name of the signatory entity):

Typology of organization (number selected above):

Approached by (name of the HERIT DATA representative):

Commits to (letters selected above):

Date and place:

Signature:



Project co-financed by the European
Regional Development Fund