



AUTONOMOUS REGION OF THE AZORES
PRESIDENCY OF THE GOVERNMENT
Regional Undersecretary of the Presidency for External Relations

Resolution No. 94/ 2015, July 2nd of 2015

Whereas the goals of the Government of the Azores to promote the preservation and dissemination of the Azorean identity values in the diaspora as a factor that binds emigrants to their place of origin;

Whereas the real size of the Azores is not confined to their archipelagic borders, but goes beyond them extending to all Azorean communities settled abroad;

Whereas the challenges faced by young Azorean descendants who, although not born on the islands where their roots lie and often no longer speaking the language of their parents and grandparents, share the same identity, are interested in their roots and constitute an important asset for the affirmation and future of their communities;

Whereas the potential of our communities for the dissemination of Azorean cultural values, particularly in the area of literature by Azorean authors;

Whereas this action plays an important cultural role and is of public interest, as it promotes the Azores in the world;

Whereas the important role that the poet, essayist and short-story and chronicle writer from Terceira, Emanuel Félix Borges da Silva, who passed away in 2004, played in promoting literature of Azorean origin and the fact that he is regarded as a reference by the communities of the Azorean diaspora;

Under the provisions of Article 90 (1) (d) and (e) of the Political and Administrative Statute of the Autonomous Region of the Azores, in conjunction with Article 31 (2) of Regional Legislative Decree No. 1/2015/A, dated January 7, the Council of the Regional Government resolves the following:

1. Create the “Emanuel Félix” Program aimed at supporting the translation into English of literary works of Azorean authors, in order to publish them in Bermuda, Canada and the United States of America, and whose regulation is part of Annex I of this resolution, of which it is an integral part.
2. Delegate to the Regional Undersecretary of the Presidency for External Relations, with the ability to sub-delegate, the power to approve and execute, on behalf of the Autonomous Region of the Azores, the contracts and other acts deemed necessary for the implementation, operationalization and proper functioning of the Program.



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3. The costs of the Program shall be supported by the annual allocation listed under Chapter 50 – Plan, Program A14 – Communities and External Cooperation, Project A14.03 – Cultural Identity, with a maximum amount of €20,000.00.
4. This Resolution shall enter into force on the day following its publication.

Annex I
Regulation of the “Emanuel Félix” Program

Chapter I
General provisions

Article 1
Purpose

1. This Regulation establishes the rules of the "Emanuel Félix" Program, hereinafter referred to as Program, which aims to support the translation into English of works by Azorean authors in order to publish them in Bermuda, Canada, and the United States of America.
2. The publication referred to in the preceding paragraph includes the subsequent distribution of the translated works in Bermuda, Canada, and/or the United States of America.

Article 2
Scope

Translation shall target the works of Azorean authors that are considered to be of interest for people in Bermuda, Canada, and/or the United States of America to get to know the Azorean sociocultural heritage.

Article 3
Goals

The Program aims to:

- a) Promote the Autonomous Region of Azores and Azorean authors, through their literary works, among the second and third generations of Azorean descendants and among the English-speaking audience in general;
- b) Disseminate the Atlantic dimension of the Portuguese culture – Azoreanity;
- c) Promote the Azorean cultural identity in Bermuda, Canada and the United States of America.

Article 4
Recipients

1. The following persons and entities may benefit from the Program:
 - a) Publishers from Bermuda, Canada, and/or the United States of America;
 - b) Publishers from Portugal;



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c) Translators, provided that they submit a document issued by an entity referred to in the preceding subparagraphs that assures the translation shall be publish.

2. The entities listed under subparagraphs a) and b) of the previous paragraph may submit joint applications.

Article 5

Operationalization of the Program

The department of the Regional Government with jurisdiction over immigration, emigration and communities is responsible for the operationalization of the Program as describe in the following articles.

Chapter II

Application process

Article 6

Applications

1. To formalize the application, applicants must submit the following documents:

- a) Application form available at www.azores.gov.pt completely filled up and signed by the person(s) with the power to bind the applicant;
- b) Document with the budget for the translation of the work;
- c) Copy of the identification document of the person(s) signing the application;
- d) Appropriate document to verify the powers of the person(s) signing the application;
- e) Curriculum vitae of the translator;
- f) Portfolio of the publisher(s);
- g) Two (2) copies of the work to be translated to English;
- h) Statement of commitment that assures compliance with the copyright of the work to be translated;
- i) Document mentioned in article 4 (c), whenever applicable.

2. Each applicant may submit more than one application but has to submit all the documents listed in the previous paragraph for each work.

3. The copies of the work that were submitted shall not be returned.

4. The works to be translated must be in Portuguese.

5. Applications to be evaluated by the jury must be sent by registered mail to: Programa “Emanuel Félix”; Direção Regional das Comunidades; Colónia Alemã – Apartado 96; 9900-014 Horta – Faial – Portugal.



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Article 7

Deadline

The deadline for submitting applications, within the scope of this Regulation, shall be determined by an order of the Regional Undersecretary of the Presidency for External Relations and publicized in a timely fashion on the Government Portal and other media considered to be relevant.

Article 8

Admission of applications

1. The Regional Directorate of Communities confirms the reception of the applications and notifies applicants by email of any irregularities detected in their application process.

2. The Regional Directorate of Communities issues a 10-working-day deadline for applicants to correct irregularities, after which the applications are immediately rejected if said irregularities are not correct, without the possibility of appealing this decision.

Article 9

Exclusions

1. Applications submitted after the deadline shall be excluded.

2. The jury may exclude any application whenever it considers that said application does not include the necessary elements for its proper evaluation, without prejudice to the provisions of article 11 (3).

Chapter III

Evaluation of applications

Article 10

Jury

1. Applications shall be evaluated by a jury formed by an order of the Regional Undersecretary of the Presidency for External Relations following a proposal of the Regional Director of Communities.

2. There shall be a minute of each meeting of the jury that shall include its duly justified decisions.

3. There shall be a hearing of the parties following the decisions of the jury, with their notification being considered made on the date of the email receipt.

4. The decisions of the jury cannot be appealed.

5. The regional directorate with jurisdiction over immigration, emigration and communities provides the necessary administrative support to the jury.



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6. Jury members are not paid.

7. Jury meetings may take place by video or audio conference.

8. Expenses related to allowances and traveling of jury members are supported by the respective department, in the case of workers from the regional administration, or by the Regional Government department with jurisdiction over immigration, emigration and communities in the case of those who do not work for the regional administration.

Article 11

Evaluation criteria

1. The jury shall evaluate the applications based on the following criteria:

- a) Importance and interest of the work in the regional socio-cultural context, taking into account, in particular, the originality of the subject, the ability to stimulate readers, and the command of the literary language;
- b) Importance of the work for the external projection of the Azorean culture, taking into account, in particular, the likely impact of it being made available to the second and third generations of Azorean emigrants, as well as to the English-speaking audience in general;
- c) Training and professional career of the applicant in the area of translation;
- d) Portfolio of the publisher;
- e) Circulation and distribution plan for the translated work;
- f) Cost of the translation.

2. If two or more applications for the translation and publishing of the same work in the same country are submitted, the one with the lowest cost shall be financed.

3. The jury may request, at any time, any clarifications deemed appropriate for the evaluation of the applications submitted.

Article 12

Not granting support

If duly justified, the jury may propose not granting any support under this Regulation.

Chapter IV

Granting support

Article 13

Granting support

1. Support is granted by an order of the Regional Undersecretary of the Presidency for External Relations based on the decision of the jury.



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2. Support shall be granted through a contract whose draft is annexed to this Regulation under the following terms:

- a) 30% when the application is approved;
- b) 30% after the translation;
- c) 40% when the work is published.

Article 14

Contract

The goals, the type and amount of support, the rights and obligations of the parties, the control and monitoring measures, as well as the penalties for non-compliance, are mandatorily defined in the contract.

Chapter V

Monitoring and supervision

Article 15

Monitoring

1. The Regional Directorate of Communities is responsible for monitoring and controlling the use of the support.
2. The entities supported shall submit project and financial execution reports, together with the respective supporting documents, within 30 working days after the completion of each phase.
3. Failure to submit the reports referred to in the previous paragraph implies the termination of the support.

Article 16

Supervision

Whenever it deems fit, the Regional Directorate of Communities may supervise the work of the beneficiaries that shall provide all the information, documentation and assistance requested.

Chapter VI

Obligations

Article 17

Obligations

Applications, whose projects are supported, shall be subjected to the following obligations:

- a) Carry out the projects in the manner and time limits described in the applications;



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- b) Publicize the support provided by the Government of the Azores by including in the work the following sentence: "Work supported by the Emanuel Félix Program of the Government of the Azores";
- c) Comply with all additional benefits that were established as part of the project;
- d) Provide within the time limits all the information, documents or other elements that are required under the provisions of this Regulation.

Article 18

Review

The conditions or the amount of aid granted may be reviewed by decision of the Regional Undersecretary of the Presidency for External Relations, if there is a subsequent and unforeseen change in the circumstances that led to the signing of the contract.

Article 19

Termination

Failure to meet the purpose of the support and/or misuse of the funds allocated shall lead to the termination of the support by order of the entity that granted it, regardless of any other penalties defined by law.

Article 20

Reimbursement

The beneficiary is bound to reimburse the Autonomous Region of the Azores in the amount of the support allocated, plus interest at the legal rate, in the case of breach of this Regulation, under the provisions applied to debts to the State and the general law.

Chapter VII

Final Provisions

Article 21

Clarifications

It is incumbent upon the Regional Undersecretary of the Presidency for External Relations, through an order, to answer the questions raised during the interpretation, application and implementation of this Program.

Article 22

Publicizing

The allocation of support is publicized in the Official Journal of the Autonomous Region of the Azores.



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Article 23
Notifications

1. The Regional Directorate of Communities is responsible for all communications with the applicants.

2. If not otherwise stated, all communications between the parties shall be made by email with delivery receipt.

Annex
(referred to in Article 14)

Between:

The first party, the Autonomous Region of the Azores, hereinafter referred to as RAA, legal person no. _____, herein represented by _____, holder of citizen card no. _____, taxpayer no. _____, as the Regional Undersecretary of the Presidency for External Relations, headquartered in _____ with power conferred by Resolution No. ___ / 2014, dated _____;

And

The second party, _____, hereinafter referred to as beneficiary, headquartered in _____, country of _____, province / state of _____, legal person no. _____, herein duly represented by _____ as its _____, holder of identification document _____ no. _____ issued in _____, valid until _____, resident in _____, state / province of _____, country of _____.

They mutually accept and agree on this contract that is governed by the provisions of the following clauses:

Clause 1

Purpose

This contract serves to regulate the terms of the allocation of financial support of the RAA to _____ for the translation of the work _____ to be published by _____ within the scope of Government Council Resolution No. ___ / _____, dated _____, establishing the "Emanuel Félix" Program.

Clause 2

Obligations of the beneficiary

In compliance with the provisions of the preceding clause, without prejudice to the provisions of the regulation of the program, and under the terms of this contract, the beneficiary is subjected to the following obligations:

- a) Translate the work according to the following timeline _____;



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- b) Publicize the support provided by the Government of the Azores by including in the work the following sentence: "Work supported by the Emanuel Félix Program of the Government of the Azores";
- c) Provide as additional benefits the following: _____;
- d) Provide all information, documentation or other elements requested by the RAA.

Clause 3

Financial support

- 1. The RAA agrees to transfer to the beneficiary the amount of €_____ (_____) for the translation of the work identified in the first clause.
- 2. Financial support shall be paid as follows (to be defined according to the timeline):

- 3. The financial support defined in the preceding paragraphs shall be paid by the budget appropriations of the RAA for _____, Chapter _____, economic classification _____.

Clause 4

Supervision and monitoring

- 1. The RAA shall monitor and supervise how the beneficiary executes this contract.
- 2. In addition to the means of control defined in the Regulation, the RAA may use others that it deems fit.

Clause 5

Subjective modification of the contract

The beneficiary may not assign, alienate, or in any way relinquish all or part of its legal position in this contract, or conduct any business aiming to achieve the same result without the prior consent of the RAA.

Clause 6

Entering into force and termination

- 1. This contract shall enter into force on the date of signature.
- 2. Except when there is a reason for termination by the RAA under the terms of the next clause, this contract ceases on the day when its purpose is achieved.

Clause 7

Termination of the contract

- 1. Total or partial breach of this contract by either party provides the other with the right to terminated it.



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2. The termination of the contract, under the preceding paragraphs, does not give the parties the right to any compensation.

Clause 8
Reimbursement

The beneficiary is bound to reimburse the Autonomous Region of the Azores in the amount of the support allocated, plus interest at the legal rate, in the case of breach of the Regulation of the "Emanuel Félix" Program, under the provisions applied to debts to the State and the general law.

Clause 9
Communication

If not required by any legal provision or otherwise stated, all communications from the RAA, under this contract, shall be made via email to the address indicated in the application, with the notification being considered made on the date of the email receipt.

Clause 10
Acceptance of regulation

With the signing of this contract, the parties expressly accept the contents of the Regulation of the "Emanuel Félix" Program approved by Government Council Resolution No. __ / _____, dated _____.

This agreement is signed in duplicate, with one copy remaining in the possession of the RAA and the other given to the beneficiary.

This contract is entered into in the interest of the RAA and is, therefore, exempt from the payment of stamp duty under article 6 (a) of the Stamp Duty Code.

Ponta Delgada, ___ _____ 2015.

For the Autonomous Region of the Azores, the Regional Undersecretary of the Presidency for External Relations, _____.

For _____, _____.