



European Union
 Directorate General for Regional Policy
 (E.R.D. Funds)



Italian Republic
 Ministry of the Treasury, Budget and
 Economic Planning



NetWet 3 Project

“New forms of Territorial governance for the promotion
 of landscape policies in the field of water resources management at water territories.”



EU Community Initiative
 Interreg III B ArchiMed



KEPEMEP-MedRegio
 Coordinator of NetWet 3 project



**Centro Studi
 PAN**

**Mountain Community
 Italo-Arbëreshe of the Pollino
 Project Partner no 03**

THE “UNCUT” LANDSCAPE

*(Work package 4, activity 4.1. – 4.2. -
 Work package 5, activity 5.1. - 5.2. – 5.3.)*

Coordinator : Felice Spingola

Workgroup: Giacomo Perrotta

Abstract:

The participated management of the territory's transformations imposes the experimentation of new tools of landscape planning. In this sense the experience of river contracts assumes an important reference for their effectiveness involving the local society in the processes of construction of new sustainable landscapes.

In order to exceed sector approaches that the river contracts assume in some Italian experiences, is very useful to refer to the wider concept of landscape that implies a holistic approach to the transformations, following the innovative indications of the European Convention of the Landscape. The Contract of Landscape can therefore become, if it respects the fundamental requirement, the tool adapted to manage the fluvial landscapes in different sectors and scales.

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1. The participated approach in the management of the contemporary landscapes

The participation of the civil society to the decisional processes, and to the landscape's policies in particular, is today recognized from good part of the scientific community necessary for the success of plans and decisions and now also from part of the political world and is greeted like solution to the failures of the only economical approach.

But the participation is a term which often is misused and everyone defines and practises it according to the conveniences more to calm the conflicts that in order to imply in the decisional processes the interested subjects.

The Landscape Contracts want to face a challenge to develop a methodology and useful tools to take in account the study of the landscape, its social sharing and the experimentation in the construction of new landscapes.

2. The River's Contract: the European experience

In the planning tools for the water courses, the experience of river contracts introduces, with no doubt, one of the more interesting examples in the ability to develop a process of transformation of the river's territories that involved directly all the local actors in order to re-establish the relations with environment and with the dynamics of the water courses.¹

Starting from the daily actions that have a consequence on the rivers landscape, every river's inhabitant, association or agency, contributes to the continuous construction of a fluvial landscape based on the principles of the sustainability. The more interesting European experiences are surely those Walloons that could coordinate the participated processes from the bottom integrating the different actors.

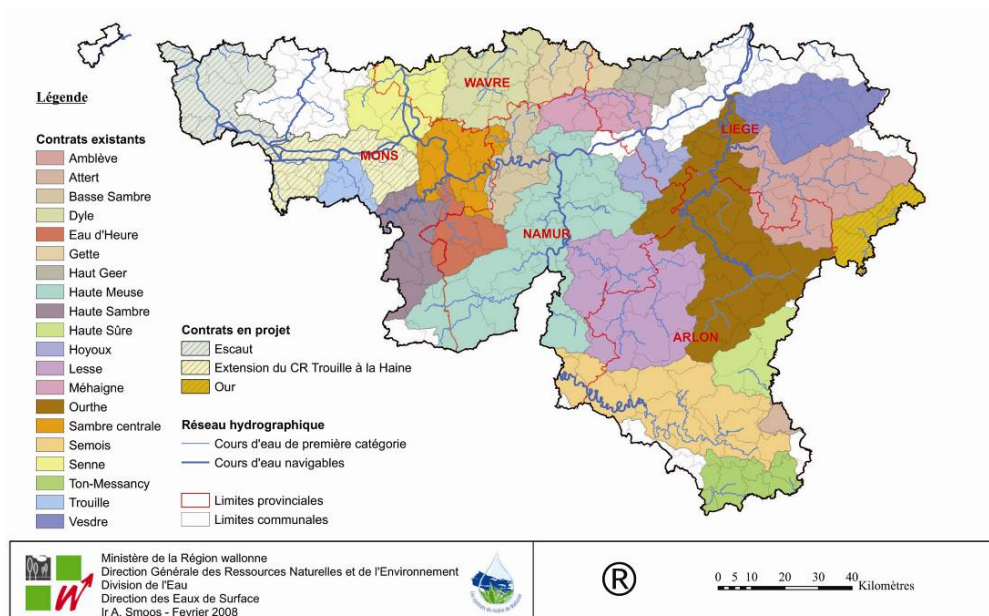


Fig.1 River Contracts in Wallonia

¹ Alberto MAGNAGHI, *I contratti di fiume: una lunga marcia verso nuove forme integrate di pianificazione territoriale*, in «Notiziario dell' Archivio Osvaldo Piacentini» 1 (2008).

For instance in the Walloon experience the involvement of the agriculturists has allowed to define and to sustain some agricultural practices that limit the erosion and favor the waters accumulation.²



Agronomic techniques of light *hydraulics*: Fig 2-3 Grassy Bands; fig.4-5 Grassy Channels; Fig.6-7 Comparison between the effects of 2 types of plowing (deep or superficial)

3. From the River's Contracts to the Landscape's Contracts

The experience of the river's contracts, has been individualized by the 2^o world forum on the water (the Aja 2002) as fundamental tool for the restoration and management of the river basin but the effectiveness and the integration with the general management's policies are generally unsatisfactory.

² In Sabine DAUTREBANDE, *Guide méthodologique pour le choix d'aménagements appropriés en matières de conservation des sol set des eaux*, Faculté Universitaire des Sciences Agronomiques-Hydrologie et Hydraulique agricole-Génie rural, Gembloux 2003.

To overcome the sectorial approaches is useful to resort to the European Convention of the Landscape that recognizes in the landscape the synthesis of the territory and of the perception that the local population has of it.

The proposal is therefore to integrate the tool of River's Contracts, that risks in the Italian experiences to centralize the attention only on the quality of waters, in Landscape's Contract, where all the natural and human elements of the fluvial organism, concurs to construct a scene of shared reference on which base the own actions.

The participation of the river populations, from the local agencies to the category's associations, from the single inhabitants to the environmental associations, are called to define the impacts and the possible contributions of their actions respect to a predefined plan, and to decide the strategies and priority of the activity.

The partners of the NetWet 3 Project undertook the task to build up a Contract Landscape concept: this work needed the comparison with other experiences in Italy, UE Member States and those from Mediterranean Basin, in particularly with experience on river contracts, because the Net Wet 3 Project concerns the water landscapes governance.

The landscape contract has an innovation value compared to well-known river contracts, because its following elements:

- Its overall approach to management and governance of environmental issues;
- It is not strictly related to the environmental damage (unlike the river contracts, that concern the restoring of compromised environmental situations), but to the comprehensive governance of all landscapes placed in a particular area, without differences;
- It has the aim to give back common values to environment, according to its changed socio-economics conditions and to furnish scientific information to resident populations and all subject involved in.
- The aim's Landscape Contract is to start up a participated process with all interested subjects (stakeholders like local managers/representatives, technicians, citizens, tourists, etc) in order to build up new landscapes by a participated approach.
- The Landscape Contract is a decentralized cooperation tool really useful for local representatives: it gives the chance to manage the local areas following a participated approach, solving their problems through shared scientific data and giving the possibility to improve the citizens conditions.

4. Methodological approach to the writing of a Landscape's Contract

The compilation of a Landscape's Contract, beyond their legal acknowledgment to regional level and their local specific structuring, for being effective must contain some fundamental elements:

1. The presuppositions:
 - territorial unity
 - unity of governance
2. The actors
The local community, is the main actor and it is charged of the transformation choices of their life's environment.

3. The scenery definition
The elaboration of a shared strategic scenery of middle and long term becomes the base to estimate the policies pursued by the different actors.
4. The individualization of the strategic lines.
They are defined to realize the scenery.
5. The definition of the actions program
Every subject individualizes the actions that it engages to carry out
6. The signature of the contract: monitoring and updating

An activity that crosses all the phases of the process is that constituted by the information and communication. These guarantee a democratic share, and at the same time the construction of a new culture of the territory that constitutes the principal presupposition for the construction of new sustainable landscapes

5. The Landscape's Contract in the NetWet 3 Project

In Italy and Europe there are lot of well-established experiences about River Contracts (see previous paragraphs) and they were carried out in those countries where there are national rules promoting voluntary agreements on restoration and increase of environmental and local value of river basins.

Some of these experiences concern rivers crossing different countries – like the river basin of the Danube in Europe: this experience is really promising, both because the know-how acquired and the scientific outcomes achieved, both because the solution of problems related to different national legislations.

The innovative contribute of the Net Wet 3 Project, introducing for the first time in Europe the “Landscape Contract” concept, is to extend the interventions not only to river basins and water conservation, but to the whole water landscapes – according to their natural and cultural features.

The landscape is the key tool useful for analysis and knowledge achievement, as defined in the European Landscape Convention (ELC).

According o the ELC:

- a. The Landscape means “*an area, as perceived by people, whose character is the result of the action and interaction of natural and/or human factors*”.
- b. “Landscape policy” means an expression by the competent public authorities of general principles, strategies and guidelines that permit the taking of specific measures aimed at the protection, management and planning of landscapes (Art. 1 ELC)

The Net Wet 3 Project chose to apply the Landscape Contract Hypothesis to “water areas”: this is just because the river contracts experiences, carried out so far, allowed to go beyond their distinctive issues (river water pollution, sand drawing from riverbed etc). In this way it was possible to deal with the overall problems of the areas – the “landscape”, according to ELC – in order to fix “new” relationships between the man and its environment: in fact in the last 70 years the Mediterranean Region experienced lot of fast epochal changes, never happened before.

In the particular case of the areas of Pollino Mountain Community and their surroundings, the landscape contracts focused on water areas, allowing to face overall the local current problems. They are able to carry out, by a participated and shared planning, restoration interventions on water pollution reduction, overflowing risk reduction, environmental systems and landscapes restoration and all that is related to. This is also an important contribution to affluence

improvement of resident populations and not only. The Landscape Contract can represent a new model of participated policy among different institutional components and can become an useful negotiation tool, for the advantage of resident populations and policy makers at Province, Regional, National and EU level. Further, it could give the chance to test different strategies of local landscape governance.

Unfortunately, except the ELC adoption, do not exist national laws carrying into effect the Landscape Contract (as occurred at the beginning for river contracts), and it's necessary referring to regional, national and international current laws on decentralized negotiation.

For instance, the water areas Landscape Contract carries out the environmental aims and goals on water issues that the European Commission planned in the VI Environment Action Programme and in the 2000/60/CE Directive, but above all it carries into effect the ELC by a participated design.

The local policy makers can quickly comprehend the importance of this tool: in ordinary situations it represents the useful key to face the local problems in an unitary view and this kind of approach is important, because if the problems are individually faced and split for each town the institutions at national level don't take them into suitable account.

At the moment, and in the particular framework of the Pollino Mountain Community, the Landscape Contract is the only tool able to tackle the increasing water requirement like underground water picking up for cities, tourist supplies on the coastal areas and the agriculture, considering too the mad use of water tables made in the Sibari Plain (see the work of Mr Caracciolo and colleagues of Net Wet 3 Project).

6. Contribution of NetWet 3 Project to Landscape Contracts concerning the water areas of the Pollino Mountain Community

A large number of information related to the context of water management issues in the Pollino Mountain Community areas was achieved by studies and research activities involving several kind of subjects (like public bodies, associations and private subjects) interested in the water governance of this area. The scientific data, collected and elaborated, are able to start the drafting formulation of a Landscape Contract concerning the whole water areas of Pollino Mountain Community and their surroundings.

The NetWet 3 Project allowed to outline the situation of water resources and other landscape elements, providing lot of deep information on the basin of rivers Coscile, Garga and Eiano:

- Critical aspects and their causes of the considered areas;
- The heritage of environmental values, landscape and territorial features that have to be the basis of the Landscape Contract;
- The hydrogeological risks related to the water management and affecting the Pollino Mountain Community areas;
- Proposition of good practices aimed to restoration interventions, management of water flows and cultural water heritage i.e. factories, watermills, abandoned water plants, vegetable gardens etc;
- Management and reuse of effluents waters;
- Cultural heritage related to historical fountains and troughs of the Community areas.

The Pollino CM and the policy makers of towns placed in the Coscile-Garga-Eiano basin, have a very significant acknowledgement asset represented by studies and information like monographs, geo-referred maps, pictures collection etc: they can use this asset to develop a Landscape Contract of Coscile-Garga-Eiano Valley in order to protect and increase the value of its environmental and cultural heritage.

The carrying out of the Landscape Contract could lead to:

- A "landscape – like" management of Coscile-Garga-Eiano Valley;

- The environmental conservation and water ecosystems preservation of the Valley;
- The increase of economic and territorial value of water commercial activities – both traditional and potential;
- The conversion of agricultural and wood activities standing on water resources;
- The aware and participated development of sustainable tourist activities;
- The sustainable management of effluent waters and their profitable reuse;
- The suitable waste management, that at present are often illegally disposed in riverbeds.

Because the Pollino Mountain Community was equipped by the “Regional Landscape Atelier” as innovative tool aimed to manage the landscape problems, the carrying out of the Pollino CM Landscape Contract could be an useful experience approved at different levels: provincial, regional, national, EU and, above all, at European Council level. The European Council could judge this experience as testing of the European Landscape Convention.

In depth, the Landscape Contract on water areas of Pollino Mountain Community, could allow the beginning of a new “water culture” spread over the resident population, that lost the traditional knowledge on water uses because the deep changes occurred in its socio-economic assessment after the Second War till now. The Landscape Contract could offer the chance to establish new values to the water resources.

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CHAPTER 1

1. THE “UNCUT” LANDSCAPE

One of the best definition of what is a landscape is that of Benedetto Croce, who in 1920 was Minister in the last Giolitti's government. He had to designate a bill for the protection of those things that at that time were called “natural beauties”.

Croce wrote: “The landscape is the material and visible representation of the country, with its unique physical characteristics, with its mountains, forests, plains, rivers, shores, with its manifold aspects of its soil”.

According to Croce these ideas “are the essential requirement for every purpose of protection of the natural beauties”, protection of what is the appearance, the characteristic, the singularity which distinguish a country from each others.

The landscape as caretaker of an identity, as recognizable element which identifies a place than one other.

The observation about the concept of a landscape is not a sole prerogative of the legal science, on the contrary, it stems directly from others branches of knowledge, like geography, urban planning and the town-and-country planning (as branch of architecture), the history, semiotics, sociology and other social sciences.

The jurists, as often happens, have worked on the juridically irrelevant concept inferred from the studies carried out by the other branches of knowledge in order to reach a useful notion on the control plan over the human interests juridically relevant.

The developments of the doctrine obviously should be read in counterpoint to the evolution of rules and laws (constitutional and administrative) about the rise and the making of a juridical concept for the protection of landscape, in the ongoing change of reciprocal contributions and influences.

A turn in the doctrinarian observation on the landscape is of A. Predieri¹, who widened the field of vision over the size of the meaning of the indivisible link between cultural and naturalistic profiles (the uncut landscape), arriving at considering “**the landscape (as) a physical matter**, objective but, at the same time, a

becoming, a continuous creative process, unable to be represented as reality or as still data, **it is the essence of the territory in its visible perception**".

So according to Predieri the landscape is "the shape of the territory, or of the environment, created by the human community settled there, with a continuous interaction between nature and man²".

Doing so the traditional vision is overcome, which anchored the landscape to the concept of natural beauties³.

It has been rightly observed, like in Sandulli's thesis, that the expression "landscape" could be the semantic equivalent of "natural beauties", and it limited the applicability of protection of the sole areas of landscape value and it tended to absorb them, for juridical nature and system (going along with the evident analogy of normative systems between the laws 1089 and 1497 of 1939), to the themes of historical and political interest, as those belonging to the special category of goods of public interest; meanwhile, as regards to such setting, Predieri's idea of landscape as shape of the country extended to the whole territory should tend instead to justify the non-abolition feature of the bond and the non-indemnifiability of its apposition on a base of a different argumentative line based upon the use of the notion of nature of private properties disposed by the articles 9 and 42 of the Constitution.

Other Authors have proposed a distinction between environment/landscape and environment/ecosystem, as well as, about environment/landscape, between environmental landscape goods (natural beauties and naturalistic areas of value) and urban planning environmental ones (historical centres, the most anthropic landscape).

Others have carried out the thesis which identifies the landscape with the ecology, aiming at overcoming state and regional duties. The most widespread opinion today tends to deepen **Predieri's intuition of uncut landscape**, as primary value according to the article 9 of the Constitution, about the contextual preservation of the visible shape of the territory and of the environmental goods which constitute the structural components.

2. The European Convention of landscape (ECL).

As international treaty, that is as form of law, the Convention represents a preeminent expression of something that goes beyond the law, that is of a political design. In the last 10-15 years in Europe it has been developed a new vision of the relationship between citizen and territory, on landscape interpretation.

It has been chosen a social request, that comes from communities, in particular those local, and it has been chosen to give an answer to this request, giving a juridical tool useful to realize this political design. To reach this result was necessary to turn the tide from a conceptual not only juridical point of view.

Until the acceptance of the Convention and of its principles, it was believed that not all the territory could be recognized and preserved as “landscape”, but that only particular territories – under their excellences, their exceptional values from an aesthetic, historical and naturalistic point of view – could be recognized as such.

So it was necessary to tear away the landscape from this prison, and to obtain this it was needed to establish a very important and basic juridical principle, that is that the landscape should be recognized and juridically protected regardless of the value concretely assigned to it.

This is a key landscape, a foundation of the European Convention of Landscape.

Emerged from the communities the need to consider and show the landscape as key element for the quality of the daily life.

The State that accepts the European Convention of Landscape, forcing itself according to the rules of the international law, will be committed in taking care of the landscape in a different manner over the national territory on which exerts its authority.

In Italy this should lead to invest concretely into the totality of the territory and to a percentage of it protected by a landscape point of view from 50% to 100%.

Once recognized that “the landscape is a good to recognize and protect juridically as such, regardless of the value concretely assigned to it”. And it is on the assignment of

this value that will be possible to decide the intervention, and here it is the matter of subsidiarity⁴.

It is unthinkable that the central authorities of the State burden themselves, as it were, with the total national landscape dimension, and not only for economic reasons or administrative efficacy, but also for democracy.

Since in the definition of landscape there is basic subjective component, that is the perception of people, it is unthinkable that can be assigned a concrete value to landscape on the territory ignoring populations, because the landscape without populations does not exist.

The European Convention of Landscape is obviously a political design, but also a challenge and a dare: since the authorities of the State could not and should not burden themselves with the whole national landscape dimension through some bonds and it will be applied the principle of subsidiarity: the local bodies will undertake some precise responsibilities.

Well in our country – like in others – not all the territorial bodies are ready to undertake this responsibility because of the institutional maturity or of the landscape awareness.

The communities will be called, once the landscapes will be identified and defined, to convey along with politicians and with the help of experts, in order to establish some targets of landscape quality.

From this point of view the European Convention of Landscape represents a political design which offers a new culture of the territory in a key landscape. In fact we realized that populations are maybe more sensitive to landscape data than others environmental components taken singularly, because in the landscape there is a very important “seducing” element, associated to aesthetic and identity – let alone spirit and feelings – and very involving; and this is why emerged this social request of landscape.

So the ECL, suitably applied, can represent for this country a very valuable tool to “exploit”, in a positive meaning, that capital still available for this country, that is the

landscape; “exploit” in the best meaning of the word, for a sustainable economic development, because when the community begins to realize that the landscape is not only an individual and social benefit in a general meaning, for the spirit, but also an important source of income (land incomes for lands and houses, tourism, agriculture goods, services and industries), at that moment this country will be able – according to a suitable national policy – to obtain extraordinary competitive advantages.

5. ECL effect on italian legal order.

The becoming effective in Italy of the European Convention of landscape (1st September 2006), following up the approval by the Parliament of the law of ratification (n.14 of 9th January 2006), forces us to analyze the relationship between the Convention and the national law, and first of all the references to the landscape dimension mentioned in the Constitution of Italian republic.

The Constitution of 1947, at par of the basic texts of other five European countries, schedules a direct reference to landscape. Among the basic principles, the Article 9, II paragraph of Constitution fixes that: “The Republic (...) protects the landscape and the historical and artistic heritage of the Nation”.

Up against such a wide concept of landscape and an extraordinary value assigned to it by the Constitution, from the first eighties the constitutional Court has intended to clarify gradually the juridical notion of landscape.

In confirming the aesthetic-cultural dimension of this notion and abandoning the idea that the landscape should be limited to natural beauties, the constitutional Court claimed that the landscape includes every natural and human element which contributes to the external look of the territory.

The same Court also precised that the preservation of the landscape “constitutes a duty of the entire Republic, in its several articulations and in particular of the State, as well as regions and local bodies.

Like so read, the Article 9 II paragraph of the Constitution, as basic principle, offers wide margins of coherence along with the disposals of the Convention, and so it represents a fundamental reference for its fulfilment in Italy. In fact this principle recognize juridically the landscape (Article 5.a of the Convention), in autonomous and wide manner, that is without any refernce to landscapes of extraordinary value; in the sametime commits the preservation of landscape to the public authorities, to the several territorial levels.

This last fundamental element offers the basis for a distribution of competences which approach as much as possible the public decisions about landscape to the populations.

Although the Constitution mentions in the Article 9 the preservation of the landscape among the fundamental principles of the legal order, the Article 117 of the reformed constitutional text (Const. L.3 of 2001) does not show clearly the term “landscape” in issues for which State and/or Regions have to legislate. So about landscape there is no mention of public owners of legislative competences. Up against such omission, and subsequent interpretative doubts, in 2001 the State Council included the preservation of the landscape in “environmental protection, of ecosystem and of cultural goods” (art. 117, II paragraph, letter s), issue of legislative competence of the State. This interpretation, became prevalent, has been reaffirmed by constitutional Court in 2006. The division made in 2001 by the reform of the Article 117 between “environmental protection, ecosystem and cultural goods”, of only competence of the State, and “improvement of cultural and environmental goods”, of legislative competence competing State-Regions (art.117, III paragraph), has produced the distinction among the two roles of protection and development of the landscape.

The non-consideration in direct and specific terms of the landscape dimensions than these roles by the art. 117, weakens the juridical autonomy of the landscape provided for by Article 9.2 of Constitution. Such omission seems to be important if referred to the increasing attention to the landscape issue grown during the same years of constitutional reform, along with the two most important events like the first national

Conference for the Landscape (Rome, 1999) and the signing of the Convention (Florence, 2000). So it is shared the opinion of a certain part of the doctrine for which “such lack had made more difficult the distribution of the public roles in this sensitive field, with often inauspicious consequences for the legislative and administrative process”.

Similarly, the constitutional separation between protection competences and those of developing of landscape is widely criticized (established in an interpretative way). In favouring the applicability of distinguished legislative competences (those of the State and those of the Regions) normally the effect is that of obstructing the opportunity, wished by the Convention, to combine diversified interventions on landscapes.

As to the administrative competences about the landscape, the juridical reference on national level is represented by the Article 118 of Constitution (reformed through the changes made in 2001). This article establishes that “The administrative functions go to the Municipalities expect that, in order to guarantee the common applicability, are assigned to the Provinces, Metropolis, Regions and State, on the basis of principles of subsidiarity, differentiation and suitability”.

Going back to the principle of subsidiarity and considering what established about the European Bill of local autonomy (international treaty ratified by Italy in 1988, called, together with the above-stated principle, in the Article 4 of the Convention), the Article 118 lays the basis **to apply**, mainly, **by local authorities** the powers about landscape. Doing so, there are the guarantees of the participation of populations and of the local bodies inside the public decisional process about landscape, in obedience of the needs of suitability, differentiation and of the level of the valued public interests.

7. Operative principles.

The Article 5.b of the Convention requires formally the contracting States to “(...) *establish and apply some policies of landscape (...) through the adoption of specific measures (...)*”.

The Article 1 explains that “*the landscape policies designate the formulation by competent public authorities, of general principles, of strategies and of orientations which allow the adoption of specific measures that aim at protecting, administrating and planning the landscape*”.

The obligation to the formulation of landscape policies is fortified by the disposals of the Article 3 which, in fixing the general targets of the Convention, commits the contracting States *to promote the safeguard, administration and planning of lanscapes and to organize the cooperation in this field*. From this point of view, the Article 5.d drives the States to “(...) *integrate the landscape in the territorial planning policies, urban planning and in those of cultural, environmental, land, social and economic connotation, as well as in the other policies that could influence directly or indirectly the landscape*”.

The Article 1 offers a definiton of the terms of *safeguard, administration and planning* mentioned in the Article 3.

The Article 6 (*Specific measures*) is one of the most important disposals of the Convention. This law offers the precise indications about the applicability of the landscape policies. It is subdivided in five parts, to apply in a consecutive and concomitant manner, considering the literal succession of which it is composed by:

A- Awareness

B- Education

C- Identification and evaluation

D- Targets of landscape quality

E- Applicability

With regards to the *awareness* (A), the Convention is committed to give predecence to any activity realted to the landscape, both of cognitive connotation and operative, by activities of *awakening the social society, the private organizations and the public*

authorities to the value of the landscapes, to their role and change. Once informed the representants of these social categories about the risks, limits, contrasts, advantages and values of landscapes, maybe these categories should be much more able to, when asked, to communicate to the competent authorities their personal wishes. Considering these wishes, the mentioned authorities will have to decide.

As to education (B), the Convention requires to the contracting States to promote the education of specialists, multidisciplinary programs of education for the professionals in the private and public field and for the associations of interested category, as well as specific school and university teachings. These activities, as however those of awareness, even if in general, should be yet scheduled by the landscape policy designated in the enforcement of the Article 5.b; the stronger will be the appreciation and the commitment of the contracting State for the landscape, the more possible will be to invest in this kind of activities.

Within this field, considered the importance of the “landscape source” in Italy, should be desirable that, aiming at a full applicability of the Article 6.B, the competent authorities from now on should support the creation of autonomy universities, dedicated specifically to *landscape sciences*. These faculties have to train *landscape scientists* able to understand, from an all-inclusive vision and from a multidisciplinary perspective, the whole of the characteristics, values and landscape problems, before its preservation, administration and planning by the public authorities. Once trained, these new “*scientists*” should be able to proceed directly towards the activities of *identification* and *definition* of the studied landscapes or, in more complex cases, to identify the type of *specialistic closer examination* necessary to proceed to the mentioned activities. This closer examination should be carried out by *specialists* called, discipline by discipline, in consideration of the values and problems faced in the studied landscapes. With regards to the *specialists*, the *landscape scientists*, should play, first of all, a role of assignment and coordination. The Article 6.C is specifically about the activities of *identification* and *definition*. The term “*definition*” has been preferred to the term “*evaluation*” used in the Italian

tradition of Convention¹². Actually, the term “*definition*” – besides according to us it constitutes the best translation of the original term “*qualification*” and “*assessment*” of the official text in french and english of the Convention – offers the advantage of better understand the experts, after having identified the landscapes, after having analyzed the most important features, the dynamics and the pressures which modify them and after having depicted the changes during the time, have only to present the salient characteristics of the landscapes avoiding any evaluation which aims at classifying the discovered values and disvalues, according to any hierarchical scale.

It is from this perspective that the Convention, always in the Article 6, invites the experts *to consider the specific values assigned from the subjects and from populations* to the considered landscapes.

On the basis of the hopes of these subjects and populations, for every territorial unit suitably identified and defined, the competent authorities have to fix the so-called *targets of landscape quality* and, consequently, decide the type of interventation, its intensity and dimension, as well as *the tools for the preservation, the administration and/or the planning* for the landscape planning. This decision will be taken according to the type and values of the identified and defined landscape along with the procedures included in the Article 6.C. In fact it is unthinkable to act uniformly and using the same tools of interventation for every landscape taken in consideration. The variety of the landscapes in Europe, requires a vast diversification of the activities and of the tools of interventation.