|  |
| --- |
| **Form A.** |

**Local Action Group** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAG name), \_\_\_\_\_\_\_\_\_\_\_ (address), \_\_\_\_\_\_\_\_\_\_ (postal code and place of headquarters), \_\_\_\_\_\_\_\_\_\_\_ (PIN),* represented by *\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and surname of the person authorized for representation),* (hereinafter referred to as: **Main Partner)**

and

**Local Action Group** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAG/partner name), \_\_\_\_\_\_\_\_\_\_\_ (address), \_\_\_\_\_\_\_\_\_\_ (postal code and place of headquarters), \_\_\_\_\_\_\_\_\_\_\_ (PIN),* represented by *\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and surname of the person authorized for representation),* (hereinafter referred to as: **Partner 1/[national coordinator])**

*(OPTION: if there is a local partnership as a partner in the Project)*

**Local Partnership** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the local partnership), \_\_\_\_\_\_\_\_\_\_\_ (address), \_\_\_\_\_\_\_\_\_\_ (postal code and place of headquarters), \_\_\_\_\_\_\_\_\_\_\_ (PIN),* represented by *\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and surname of the person authorized for representation),* (hereinafter referred to as: **Partner 2)**

**(add partners as applicable; insert logos of Partners from the Agreement in the header; delete unnecessary data highlighted in grey)**

concluded the following

**COOPERATION AGREEMENT**

**for the implementation of the [inter-territorial/transnational] cooperation project**

**NAME OF THE COOPERATION PROJECT**

**”[Enter the name of the cooperation project]”**

**Subject of the Agreement**

Article 1

1. This Agreement defines the cooperation project objective and regulates the tasks, activities and responsibilities between the Main Partner, Partner 1/[national coordinator], [Partner 2, etc.] (hereinafter: **Partners)** in the implementation of the cooperation project "[**Enter the name of the cooperation project**]" (hereinafter: Project), which are listed below in this Agreement and are detailed in the Project Financial Plan (hereinafter: **Financial Plan)**.
2. The Financial Plan is attached in Appendix 1 to this Agreement (Form B) and forms an integral part thereof.

**Term of the Agreement**

Article 2

1. This Agreement shall enter into force on the day of signing by all Partners and shall last until \_\_\_\_\_\_\_\_\_\_\_\_\_ [*Enter the month and year of the planned completion of the cooperation project*].**[[1]](#footnote-1)**
2. In the event of an extension of the term of the Agreement referred to in paragraph 1 of this Article, the Partners undertake to conclude an annex to this Agreement.

**Project implementation area**

Article 3

The Project shall be implemented in the following area: [*enter the area of ​​the Project Partner*].

**Description of Project objectives and results**

Article 4

1. Project objectives include:

General objective: [*indicate the general objective of the Project, and if there are more general objectives, indicate all*]

[*OPTION: For the full realization of the aforementioned objectives, the Project shall, apart from Partners, include the following legal and/or natural persons that are not considered partners under this Agreement:*

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_]
3. The objectives of the Partners in the Project are as follows:
4. [*Enter the name of the Main Partner*]

[*General objective: Enter the name of the general objective]*

[*Specific objective: Enter the name of a specific objective]*

1. [*Enter the name of Partner 1*]

[*General objective: Enter the name of the general objective*]

*[Specific objective: Enter the name of a specific objective*]

1. Expected results of the Project implementation are as follows:

*[Enter the expected and measurable results of the Project]*

1. Targeted user groups at which the Project is directed:

[*Enter targeted user groups at which the Project is directed*]

1. The main activities of the Project are as follows:

[Enter the main activities of the Project]

**Determining the tasks of Project Partners**

Article 5

1. The tasks of the Partners in the Project are as follows:
2. The Main Partner is authorized to act on behalf of and for the benefit of other Partners involved in the implementation of the Project and is responsible for the following tasks:

Task 1 "[*enter task name*]", including: [*enter detailed tasks]*

...

[*specify multiple tasks if applicable]*

1. Partner 1:

 Task 1 "[*enter task name*]", including: *[enter detailed tasks]*

 *[specify multiple tasks if applicable]*

 **[**add partners if applicable]

1. Changes in the allocation of activities and tasks between Partners require the consent of all Partners in written form.

**Obligations of the Main Partner and Partners**

**in the implementation of the Project**

Article 6

1. By signing this Agreement, the Partners undertake to perform all financial, operational and management tasks and activities in the part of the Project for which they are personally responsible under this Agreement and the Financial Plan.
2. The Main Partner undertakes to:
* act on behalf of the partnership and coordinate the Project (appoints the Project coordinator), particularly in the financial part
* supervise the implementation of tasks and activities of each individual Partner
* cooperate with all Partners through their representatives and organize meetings to exchange experience and information among Partners
* prepare Reports on the progress of the cooperation project when submitting each Request for Payment, with the mandatory submission of the Final Report on the implemented cooperation project, as well as all other reports pertaining to the Project
* prepare all relevant documentation and data for the purpose of auditing
* cooperate with Partners in the Project implementation progress, supervise the final financial alignment and proposed Project modifications
* indicate the activities that are the subject of co-financing as stipulated in Appendix III of the Grant Contract for the selected LAG (hereinafter: Contract)
* collect and retain all documentation within the deadlines and pursuant to the rules prescribed by the Contract
* keep separate records of Project expenses so that it is possible to identify individual Project-related activities that may not be co-financed from any other public source
* take account of the Project compliance with the national and EU legislation
1. Other Partners undertake to:
* cooperate with the Main Partner in the performance of their obligations, exchange information and submit, within the required deadline, all the necessary data and documentation for the purpose of reporting, audits and submission of requests to the competent authorities
* promptly and without delay notify the Main Partner of any event which may result in a temporary or permanent interruption or any disruption in the implementation of the Project
* indicate the activities that are the subject of co-financing as stipulated in Appendix III of the Contract[[2]](#footnote-2)
* collect and retain all documentation within the deadlines and pursuant to the rules prescribed by the Contract[[3]](#footnote-3)
* keep separate records of Project expenses so that it is possible to identify individual Project-related activities that may not be co-financed from any other public source[[4]](#footnote-4)
* take account of the Project compliance with the national and EU legislation.
1. If there are any circumstances in the implementation of the Project that could jeopardize the realization of the Project, Partners shall promptly and without delay notify the other Partners and provide them with all the necessary information.
2. In the event from paragraph 4 of this Article, other Partners shall undertake all reasonable actions within their capacities and common interest in order to implement and realize the objectives of the Project.
3. Each Partner is responsible for communication with the competent Management Authority.
4. Partners agree that the Project does not overlap with any other inter-territorial or transnational cooperation project financed from other EU funds.

**Appointment of the Project coordinator**

**[and the national coordinator]**

Article 7

1. At the proposal of the Main Partner and with the written consent of the other Partners, the following person is appointed as the Project coordinator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*enter the name and surname and contact information of the person responsible for the project implementation and monitoring*] (hereinafter: project coordinator).

*[OPTION for paragraph 2: in the event that none of the national LAGs is the main partner in a transnational cooperation project:*

1. The following person is appointed as the national coordinator in the transnational cooperation project: [*enter the name of the selected LAG*] and [*enter the name and surname and contact information of the person responsible for coordination*], who is responsible for coordination of the Project with the Main Partner on behalf of the selected LAGs.
2. Changing the project coordinator is permitted only with the written consent of all Partners.

**Authorization to submit Requests**

Article 8

1. The Partners jointly agree that all requests (Aid/Change/Payment/Withdrawal Request) to the Paying Agency for Agriculture, Fisheries and Rural Development (hereinafter: Paying Agency) is submitted by the [Main Partner/national coordinator] on behalf and for the benefit of all Partners.
2. Partners undertake to cooperate and provide the required documentation [to the Main Partner/national coordinator] upon their request and without delay, when submitting the Requests referred to in paragraph 1 of this Article.
3. [Main Partner/national coordinator] undertakes to submit the requests referred to in paragraph 1 of this Article in a conscientious and timely manner and in full.

**Default and**

**exclusion of Partners**

Article 9

1. In the event of serious default regarding the obligations and tasks referred to in Articles 5 - 8 of this Agreement and the Financial Plan, which may jeopardize the realization of the Project objective, any Partner may be excluded from this Agreement with prior written consent of all other Partners.
2. In order to insure themselves against potential action for damages due to default regarding the obligations and tasks under this Agreement, the excluded Partner shall settle all the incurred costs and future costs arising from the obligations assumed, which have not been calculated as of the day of exclusion.
3. The general objectives of the Project referred to in Article 4 of this Agreement shall be realized despite the reduction in the number of Partners and the Financial Plan reduced by the amount of costs for the excluded Partner.
4. Exclusion of Partners in the event of two Partners participating in the Project is not permitted.

**Inclusion of new Partners**

Article 10

1. Inclusion of new Partners in the Project implementation may be proposed by any of the Partners with a written request addressed to all Partners. Inclusion of new Partners is not permitted if it changes the general objectives and purpose of the Project.
2. The written request shall contain information on the new Partner, the expected activities they shall perform, and the financial resources required to perform the subject activities.
3. The consent for the inclusion of a new Partner shall be granted by all other Partners in the form of a written statement, otherwise the inclusion of new Partners is not permitted.
4. Upon consent from paragraph 3 of this Article, an annex to this Agreement shall be concluded defining the tasks and activities of the new Partner and accordingly amending the Financial Plan.
5. By concluding an annex to this Agreement, the new Partner shall comply with all the terms and conditions, undertake all obligations, responsibilities and the rights stipulated by this Agreement.

**Withdrawal of one or more Partners**

Article 11

1. A Partner has the right to unilaterally withdraw from the implementation of the Project, with written reasoning sent to all Partners.
2. Unilateral withdrawal by one of the Partners shall have an impact on future activities, but shall not affect the part of the Project that has already been implemented.
3. In order to insure themselves against potential action for damages due to withdrawal, the Partner shall settle all the incurred costs and future costs arising from the obligations assumed, which have not been calculated as of the day of withdrawal from the Agreement.
4. Upon withdrawal by the Partner, an annex to this Agreement shall be concluded defining the new tasks and activities and accordingly amending the Financial Plan. Despite the reduction in costs in the Financial Plan and the number of Partners, the general objective of the project shall be realized.
5. No change of the [Main Partner/national coordinator] is permitted.

**Construction and/or furnishing of a building**

Article 12

[In the event that the Project implementation

includes construction and/or furnishing of a building][[5]](#footnote-5)

1. This Agreement stipulates that the real property shall be owned by the [Main Partner/Partner 1/Partner 2] and that real property management shall be handled by the [Main Partner/Partner 1/Partner 2].
2. Partners agree that the Project shall be intended for public use (in educational, cultural, sports, recreational and social terms) and shall be accessible to different individuals and interest groups.
3. The investment object referred to in item 1 of this Article shall be in operation and shall not be leased or rented (not including management and/or maintenance), nor shall its purpose, owner and location be changed for at least five (5) years from the day of final payment of funds.

**Financial management**

Article 13

1. The public aid funds shall be paid to the [Main Partner/national coordinator], who has submitted the Request for Payment, to the bank account specified in the Records on aid beneficiaries in rural development and fisheries (hereinafter: Beneficiary Records) in accordance with the Decision on the payment of funds.
2. [The Main Partner/national coordinator] undertakes to allocate the funds paid by the Paying Agency to the other Partners within \_\_\_\_\_\_\_\_ [enter deadline] days.[[6]](#footnote-6)
3. In case of unjustifiably paid expenditures, as determined by the competent authorities after the payment of the funds referred to in paragraph 1 of this Article, the [Main Partner/national coordinator] shall return them to the Paying Agency within thirty (30) days from the date of receipt of the Decision on the return of funds or, in case of a complaint, within thirty (30) days from receipt of the decision from the Complaints Committee.
4. In the event of return of the funds referred to in paragraph 3 of this Article, other Partners, who are selected LAGs, shall return the unjustifiably paid public aid funds to the [Main Partner/national coordinator], in accordance with the Decision on the return of funds, within \_\_\_\_\_\_\_\_\_\_\_\_ [enter deadline] days to the bank account specified in the Beneficiary Records.
5. The Partners mutually agree that the travel expenses (not including daily allowances) incurred during the Project implementation, which arise from the Partners visiting other Partners not belonging to their area, shall be borne by each Partner individually. [or select one of the 3 models for the accounting of travel expenses in accordance with Article 52 paragraph 3 of the Ordinance].
6. In case of deviation from the agreed method referred to in paragraph 5 of this Article, the expenses shall be considered inadmissible.

**Amendments to the Agreement**

Article 14

1. The provisions contained in this Agreement are subject to change in the case of:
* need for adjustment to changes in the legislation of the European Union and the Republic of Croatia under Sub-measure 19.3 "Preparation and implementation of cooperation LAG" within the Rural Development Program of the Republic of Croatia for 2014 – 2020
* changes in Project partners, excluding the change of the [Main Partner/national coordinator]
* appointment of a different project coordinator
* changes of data which are an integral part of this Agreement, excluding general information on the Partner (name, address, person authorized for representation, etc.).
1. In the event that the realization of the Project objective is jeopardized, the [Main Partner/national coordinator] shall report the changes to the tasks and activities of the cooperation project using a Change Request (modification and/or deletion of tasks and activities) pursuant to Article 5 paragraph 2 of this Agreement, but solely provided that changes in tasks and activities and/or redistribution thereof between the Partners enable the realization of the Project objective.
2. In case referred to in paragraphs 1 and 2 of this Article, the Partners shall conclude an annex to this Agreement regulating mutual rights and obligations, and the [Main Partner/national coordinator] shall report the change of data to the Paying Agency using the Change Request.
3. Amendments to this Agreement shall only be effected if they are in written form and are valid only if they have been signed by all Partners and approved by the Paying Agency.

**Force majeure**

Article 15

1. No Party shall be held liable for default arising from this Agreement in the event of force majeure or occurrence of extraordinary circumstances in accordance with Article 2 paragraph 2 of Regulation (EU) No. 1306/2013.
2. In the case referred to in paragraph 1 of this Article, the Partner shall immediately notify the other Partners in writing on the occurrence of the event and provide all the necessary details.
3. In the case referred to in paragraph 1 of this Article, each Partner may terminate this Agreement, and if the Agreement has not been terminated, the Partner referred to in paragraph 2 of this Article shall take all measures to minimize the period of suspension and proceed as soon as the circumstances permit so.
4. Unless otherwise agreed by the Partners, the project implementation deadline shall be extended for a period equal to the term of the suspension and an annex shall be concluded to this Agreement.

**Exchange of information and data protection**

Article 16

1. The exchange of information shall be performed electronically and/or in writing. All exchanged information shall be considered strictly confidential and shall not be used for other purposes except for the purpose of implementation of this Agreement.
2. The Partners undertake to protect the personal data in accordance with the applicable Act on Implementation of the General Data Protection Regulation (OG No. 42/18) and other applicable regulations governing the personal data protection.

**Termination of the Agreement**

Article 17

1. This Agreement shall be terminated in the following cases:
* when due to a direct error and/or the results of the Project Partner's activities or for some other reason the defined objective of the Project cannot be realized
* in case of change of the Main Partner/national coordinator
* exclusion of Partners in the event that there are two Partners participating in the Project in accordance with Article 9 paragraph 4 of this Agreement
* in the event of force majeure or extraordinary circumstances in accordance with Article 15 of this Agreement, unless otherwise agreed by the partners.
1. In the event of termination of this Agreement, each Partner shall be solely liable for the costs arising from the obligations assumed under this Agreement, except in cases referred to in Articles 9, 11 and 13 of this Agreement.

**Transitional and final provisions**

Article 18

1. [Enter the LAG partner outside of the RoC] \_\_\_\_\_\_\_\_\_\_\_ undertakes to obtain approval of the Project from the competent authority of the Member State of the European Union when submitting the first Request for Payment, at the latest.
2. Partners agree that all possible disputes related to the implementation of this Agreement shall be resolved peacefully, and in the event of a failure to reach an agreement, the Partners agree on the jurisdiction of the competent court in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [enter the competent court].
3. The official language of this Agreement is [enter the language - Croatian, English].

[*OPTION: Partners undertake to translate this Agreement into the national language by an authorized court interpreter.]*

1. This Agreement has been prepared in [enter the number of Partners] identical copies, one for each Partner in the Project.

**Signatories of the Agreement:**

**MAIN PARTNER:**

Name of the person authorized for representation:

Function:

In \_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_. \_\_. \_\_\_\_\_\_

**Signature and stamp:**

**PARTNER 1:**

Name of the person authorized for representation:

Function:

In \_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_. \_\_. \_\_\_\_\_\_

**Signature and stamp:**

**PARTNER 2:**

Name of the person authorized for representation:

Function:

In \_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_. \_\_. \_\_\_\_\_\_

**Signature and stamp:**

(add partners as applicable)

*Appendix to this Agreement:*

Appendix 1 Project Financial Plan (Form B)

1. According to an estimate, until the date of submission of the final Request for Payment on the basis of the implemented Project, but not later than 36 months from the date of adoption of the Decision on the approval of the implementation of the cooperation project, i.e. until 30 June 2022 at the latest, regardless of when the Decision on the approval of the implementation of the cooperation project has been adopted [↑](#footnote-ref-1)
2. Only for Partners that are selected LAGs [↑](#footnote-ref-2)
3. Only for Partners that are selected LAGs [↑](#footnote-ref-3)
4. Only for Partners that are selected LAGs [↑](#footnote-ref-4)
5. In case the implementation of the Project does not include construction and/or furnishing of a building, Article 12 shall be deleted and the article numbers updated, as well as the article numbers referred to in Article 17 Termination of the Agreement [↑](#footnote-ref-5)
6. Only for Partners that are selected LAGs [↑](#footnote-ref-6)