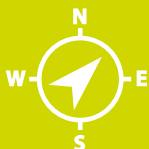


LEADER



1.

General Principles



GUIDELINES FOR THE IMPLEMENTATION OF LEADER COOPERATION

2.

The implementation
of the
sub-measure



3.

The application
form of the
cooperation project



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GUIDELINES
FOR THE IMPLEMENTATION
OF LEADER COOPERATION

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FOREWORD

The document entitled “Guidelines for the implementation of the sub-measure 19.3. Preparation and implementation of LAG cooperation projects” has been drafted by the Italian National Rural Network (NRN) with a twofold purpose. On one hand, it aims at providing operative suggestions to RDPs the Managing Authority (MA) for the implementation of the sub-measure dedicated to the realization of the cooperation projects by Local Action Groups (LAGs). On the other hand, it aims at ensuring a sufficient uniformity of the procedures among the various bodies involved, in order to create, at least at national level, the conditions for a shared path to the various project partners. To this end, during the drafting of the document, the NRN has involved the measure referents of the Managing Authorities starting from a base version, thus asking them to submit comments and additional proposals, which have then been discussed and integrated in the document.

The drafting of the Guidelines started from the analysis of the following documents of the Regions and of the Italian Autonomous Provinces:

- the Rural Development Programmes (RDPs) 2014-2020 with a specific

focus on the measure 19 and its sub-measure 19.3;

- the related calls for the measure and the sub-measure implementation;
- the implementing guidelines (in case they have already been established).

Furthermore, the drafting of the guidelines has made use of the contributions elaborated by the NRN, the MAs, the LAGs and the European Network for Rural development (ENRD) which have been drawn up and shared during the latest programming period during workshops and meetings, or where the NRN has participated.

The “Guidelines” are divided into three parts.

The first part deals about the activation and the implementation of the sub-measure 19.3. More specifically, this section quotes the general principles of the LEADER cooperation, thus disclosing the procedural guidelines for the activation and implementation of the sub-measure. Finally, a paragraph has been dedicated to the project application form which, actually, represents the definition of a unique and shared work among all the partners and which allows the MAs to get a better and easier reading of the initiatives and the verification, during the project

implementation, of what has been carried out by comparison with the expected objectives and those really achieved.

The second part has been focused on the forms to be used in the phase of the activation of the sub-measure and during the implementation of the cooperation projects. These are schemes that allow, in a structured and shared form, the presentation of the information data on the project and its state of implementation.

Finally, the third part is dedicated to the annexes accompanying the project fiche. It represents an additional and supporting documentation available for LAGs relating to the submission of their own project and which can be useful to the MAs in the eligibility phase of its funding. The documentation hereafter mentioned is purely indicative, therefore the MAs could request additional documents.

1. GENERAL PRINCIPLES

TERMS AND CONDITIONS FOR THE PARTICIPATION AND ELIGIBILITY OF PARTNERS

Cooperation projects are required to involve at least two partners, out of which at least one has to be a LAG, supported by EAFRD, located in the national territory for the interterritorial cooperation or in another State, in the case of transnational cooperation.

Besides other LAGs, as referred to in article 44 of the Regulation (EU) n.1305/2013, the cooperation can be opened to a public-private partnership, rural or not rural made by local stakeholders and organized according to the LEADER/CLLD approach, and therefore capable to elaborate a development strategy for a certain territory, as well as to manage the cooperation action. Nonetheless, the expenditures incurred for the cooperation action are considered as eligible only for LEADER LAGs and not for no LAG partners which will have to provide financial support by their own, animation and preparatory technical support costs excluded. These costs are eligible for all territories involved by the cooperation project, even in no-LEADER terri-

ories, as long as they are paid by the LAG partners.

The partners of the cooperation project are distinguished in:

- *Effective*, those partners who participate in the realization of the project activities, manage the budget allocated by the financial plan and meet the obligations under the respective Rural Development Programmes (RDPs) in case of LEADER LAG, of the other operative programmes of reference in case of no LEADER LAG, and of any eventual other programmes and/or financial tools in case of no-LAG partners;
- *Associated* in case when, as consequence of specific needs, subjects other than those above mentioned take part in the realization of the cooperation project (i.e. University, research centers, associations, local institutions).

Similarly to what envisaged for no-LAG partners, also the associated ones are not funded by specific funds, they can nevertheless allocate financial resources by their own or in kind. Their participation, as well as the ways of regulation of their support to the realization of the project, is subjected to the discretion of the Managing Authorities of the RDPs involved.

Furthermore, in order to not jeopardize the regular course and the achievement of the project objectives, it is deemed to be appropriate that no-LAG partners and the associated ones sign the cooperation agreement in which, according to the peculiarities of each project, the discipline of the various categories of partners is differentiated, also in relation to the degree of commitment in the participation (i.e. different voting right by type of decisions)¹. The Commission, in order to ensure an efficient management of the project, hopes for the individuation of a *Lead Partner* within the partnership called for carrying out coordination activities in the project implementation, monitoring and communication phases.

Finally, each MA, for its own area of expertise, can regulate both the minimum/maximum number of participating LAGs per project and the number of projects per LAG, in order to enhance the concentration of resources on the initiatives characterized by tricky issues, thus avoiding the fragmentation of allocations as well as the burden of the management and administrative activities.

THE ADDED VALUE OF COOPERATION TO LOCAL DEVELOPMENT STRATEGY

Cooperation has to strengthen and add value to the local development strate-

gies thanks to the debate, at national and international level, among stakeholders with a shared interest such as the enhancement of joint resources, the research for solutions to local problems, etc.

The debate and the exchange of information, experiences, methods and different tools, organizational patterns and good practices, achieved in the previous cooperation experiences, have demonstrated that, besides allowing the achievement of one or more objectives of the RDP, they define the added value of the cooperation to the local development strategy, which can be attributed to:

- *the improvement of the economic and social competitiveness of the territory thanks to:*
 - acquisition of new knowledge able to provide new solutions to local problems;
 - increase the technical and administrative skills of the local stakeholders;
 - identification of new commercial partners and positioning on new market that can promote local products and their place of origin;
 - job creation and possibility to foster innovation through new skills, new approaches, thus allowing to broaden the commercial horizons and encourage companies and organizations to adopt more advanced operative approaches with socio-economic benefits for rural areas;

1. For an in-depth analysis on the cooperation agreement, see section 3

- *improvement of results/performance of products/services carried on in terms of:*
 - technical requirements;
 - technologies adopted;
 - visibility through promotion measures.
- *information dissemination, good practices and know-how able to:*
 - strengthen territorial identity that leads people to rediscover their own land and history, thus enhancing an active behavior of the local stakeholders in the development of their own territory;
 - favor behaviors, skills networks and wider relationships which allow local territories to break away from their isolation, thus enhancing the external visibility of their territory.

THE JOINT ACTION

The cooperation action must be meant as a part of the local strategy which objective is fulfilled through the execution of projects by implementing concrete joint actions aimed at:

- creating competences and transferring experiences on the local development through common publications, training seminars for the adoption of joint methodologies or the elaboration of a joint or coordinated development activity;
- promoting valorization initiatives of the historical, cultural and environmental heritage of the territory that has common features among the vari-

ous partners, by implementing information and training actions, the transfer of good practices, the creation of services, thematic itineraries, communication plans;

- enhancing the quality of life in the rural areas, by implementing actions aimed at creating services, at the safeguard of the landscape, at the dissemination of the information and communication technology, at the development and improvement of the employment, specifically for young people and women;
- fostering a joint production and marketing of products of a same category (agriculture, food, handicraft), through studies and surveys, pilot projects, the transfer of good practices, the creation of services, guidelines, communication plans.

Substantially, it is a matter of driving the cooperation partners to developing a joint project in order to reach the critical mass necessary for ensuring the vitality and durability over time, for searching the utmost complementarity with the other policy instruments and therefore to bring a real added value to the territory estimable in concrete terms, in order to better relate it with a global economic dimension.

The implementation of a joint action may also occur through the establishment of a joint legal structure, which administrative and financial feasibility depends on the regulatory framework existing in the Member States of the partners involved.

Specific local actions may be carried out by each partner on his own territory,

provided that these actions are closely related to the achievement of the joint objective defined by the project and implemented differently by the LAGs, in order to strengthen the efficacy in the territories involved.

2. THE IMPLEMENTATION OF THE SUB-MEASURE

THE ACTIVITIES FOR THE PREPARATORY TECHNICAL SUPPORT

The experience of the LEADER cooperation has highlighted that, due to their complexity, the cooperation projects need a preparation phase aimed at searching partners and at developing the project-idea. This is even more evident in case of transnational cooperation. This phase is defined “preliminary”, since it includes all those actions that precede the cooperation project and which are aimed at facilitating the research for partners and fostering the definition of the joint action.

The Commission entrusts the Managing Authorities the task to indicate the amounts and percentages of the eligible expenditure in this phase, by outlining the importance and the need of the actions carried out during the preliminary implementation phase of the project. The Commission suggests not to adopt a too restrictive approach in defining the eligible expenditures, considering the difficulty to foresee all the activities that can be necessary for the definition of the cooperation measures.

The condition for accessing the preparatory technical support is represented by the LAG’s capability to demonstrate its orientation towards the implementation of a concrete and feasible project. This means that it will have to identify at least the objectives and the nature of the planned project. Nonetheless, the preparatory technical support doesn’t imply the obligation to implement the project, in the case this one can’t be carried out due to difficulties encountered and duly justified.

The approval of the expenditures for the preparatory technical support

The approval phase of the preliminary expenditures is different from the selection phase of the cooperation projects. This phase can be performed by the Managing Authority in case the LAG submits its application for support, or even by the LAG itself by using the resources of its own local development strategy².

In any case, in order to get the recognition of the expenditures incurred for the definition of the project, the LAG has to submit the following documents:

2. Guidance form implementation activities in rural development programmes 2014-2020” par. 4.1

- a *full execution report* with the detail of the activities carried out for the definition of the specific project, including the meetings held both at local level and among the potential partners, the steps that have characterized the passage from the project idea to the executive proposal (participation in events, studies and surveys, if occurred, etc.), the phases related to the processing and conclusion of the cooperation agreement (possible preparatory drafts, consultations, etc.);
- a *detailed list* of the expenditures incurred;
- a *certification*, by the LAG, declaring that the expenditures incurred have not been or will not be object of further applications for funding within other projects/programmes.

If the approval of the expenditures incurred is performed by the Managing Authority, it is necessary to ensure a rapid evaluation process in order to not delay the approval of the related project and therefore the launch of the cooperation activities by LAGs.

THE SELECTION OF COOPERATION PROJECTS

Once completed the drafting of the project fiche, of the partnership agreement and of further attachments required, the entire application form is ready to be submitted to the selection in order to check the administrative eligibility and the project quality.

This phase can be performed by the Managing Authority or by the LAG that is the holder of the local development strategy, or by both them³.

The selection of projects by the LAG

In case where the RDP envisages the selection of cooperation projects by LAGs, they will have to specify the project idea in their own local development strategy, based on the analysis of the needs of their own territory. The formalization of the project idea in the local development strategy recommends to specify:

- realistic objectives;
- thematic areas;⁴
- joint actions to be realized with partners.

The composition of the partnership can

3. Guide form implementation activities in rural development programmes 2014-2020” par. 4.2

4. The subject areas should be divided into: development and innovation of the supply-chains and of the local productive systems (agri-food, handcraft, fisheries); development of the renewable energy supply-chain (production and energy saving); sustainable tourism; safeguarding of landscape, soil use and biodiversity (animal or plant); enhancement and management of natural and environmental resources; enhancement of cultural and artistic heritage linked to the territory); access to basic public services; social inclusion of specific disadvantaged groups; lawfulness and social promotion in the areas with high social exclusion; urban regeneration through the establishment of services and inclusive spaces for the community; intelligent networks and communities; economic and social diversification associated with the changes in the fishing sector.

be reported in their own programmatic document, if already defined during the definition of the strategy. In case the partnership composition is subjected to the project approval by the Managing Authority, other Regions or Member States, it is sufficient to report the areas/regions/States with whom they are willing to make cooperation, and to declare and formalize the composition afterwards.

Once defined the partnership, and established the plan for the financial resources necessary for the achievement of the cooperation intervention, it is nevertheless recommended the drafting of the executive project on the basis of the project fiche hereafter proposed, in order to uniform the project standard.

The selection of projects by the Managing Authority

The Commission envisages the possibility to derogate the selection of projects by the LAGs, by entrusting it to the Managing Authorities, mainly when the impact of the cooperation project is broad in terms of territorial level.

In this case, without weakening the “bottom up” approach that characterizes LEADER, and with the aim of both coordinating the timetable subjected to the selection of the project and of reducing the response times of the selection, the MAs involved in each single cooperation project have:

- to ensure a continuous collection of project proposal through the publication of at least four invitations during the year, or through the establishment

of a permanent office;

- to establish an internal committee for the selection of projects on the basis of largely shared criteria.

During the period of selection of the project, the MAs have the possibility to confront each other in order to evaluate the necessity of:

- allowing changes or integrations to the project;
- changing the terms of approval.

From the date of receipt of the project proposal, the MA has to conclude the process of evaluation and selection and to allocate the financial resources necessary for the implementation within 4 months.

In order to get a timely and coordinated start-up of the cooperation initiatives, a core role is played by the Managing Authorities who have to foster the information exchange on the state of progress of the preliminary process.

More specifically, the Managing Authority of the LAG Lead Partner is requested to follow the state of approval of the project and periodically to inform the other Managing Authorities involved.

The information flow could follow the following phases:

- 1) in case when the Managing Authority select the projects, the LAG drafts the project application form and submits it to its Managing Authority; in case when the selection is carried out by the LAG, the application form of the selected project is submitted to the Managing Authority contextually to the support application for its definitive approval;

- 2) once the application form has been received, the Managing Authorities register it. The date of the protocol represents the launch of the period of selection and/or approval by the Managing Authority of the admissibility of the cooperation project;
- 3) the Managing Authority of the LAG Lead Partner communicates to the other Authorities involved, and to the LAG Lead Partner, the starting and the closing dates of the evaluation phase, and finally, if the project is approved, the Managing Authority attributes the project code which will allow its identification;
- 4) each Managing Authority communicates to the Authority of the LAG Lead Partner the conclusion and the outcome of the verification procedure for the admissibility of the project evaluated by its own structure (date of approval). With reference to transnational cooperation projects, the Managing Authorities communicate the approval to the Commission;
- 5) each Managing Authority communicates the final approval of the project to its own LAG;
- 6) once all approvals have been collected, the Managing Authority of the LAG Lead Partner communicates formally the final approval of

the project to all the Authorities involved. This communication is also sent to the LAG Lead Partner, so that it can transfer the information to the LAG partners and to the National Rural Network.

The communication to the Commission concerning the approval of transnational cooperation projects takes place by sending the “Information exchange form for transnational cooperation projects” through SFC 2014, the information system used for the secure exchange of common interest data between the European Commission and the Member States.⁵ The communication by SFC is possible through the functionality “cooperation projects”, activated within the system in the menu “programming”.

In case where it is not possible to complete the notification with all information required by the form, the SFC system allows to complete the data required also after the first submission. The Commission informs the LEADER Sub-Committee of the European Network for Rural Development (ENRD) about the notifications received which makes the related list available on its website.

The approval of interterritorial cooperation projects has to be instead communicated to the National Rural Network.

5. Reg. (EC) n.1305/13, art.44 (4). The Form to which we refer is attached in the Annex 3 of the document “Guide for implementation of LEADER cooperation activities in rural development programmes 2014/2020”

ELIGIBILITY OF THE PROJECTS

In order to ensure a coherent and coordinated verification process, in terms of timing⁶, for the eligibility of the cooperation projects, it is recommended that the LEADER LAGs make use of a shared project application form, or as uniform as possible, while still complying with the disposals of the Managing Authority.

A cooperation project is considered approved, and therefore the implementation of the expected activities (and the related expenditures) can begin, when the project has positively overcome the eligibility verification by all the Managing Authorities, and/or the LAGs involved, in the case where the selection is carried out by these last ones. Therefore, considering the importance played by the eligibility verification for the launch of the project, it is necessary that the requirements to be verified are timely communicated to the LEADER LAGs, in order to be a support for the drafting of the project fiche, the submission of the entire application form and of the documents which will be verified for the project eligibility.

Verification of the eligibility conditions

The verification of the eligibility conditions aims at evaluating the existence of the requirements that are stringent for determining the eligibility of the project

proposal. These requirements can be attributable to:

- eligibility of partners on the basis of art. 44 (2) of the Regulation 1305/2013;
- coherence of the project objectives and targets with the local development strategy within which the project is carried out;
- existence of a cooperation agreement and/or letters of adhesion signed by all partners with the specification of the commitments and engagements assumed by each of them;
- completeness and compliance of the documents required and their submission within the expected deadline.

Verification of the project conditions

The verification of the project should be aimed at identifying the eligible proposals, as well as at representing a moment of exchange between the Managing Authorities and the LAGs, with the purpose to improve, if necessary, the quality of projects.

The verification can be carried out by envisaging, in advance, a maximum overall score which can be assigned and therefore determined by the incidence of the various requirements in the project evaluation.

In order to facilitate the activities of analysis and verification of the cooperation projects, some principles are hereafter listed which can be represented by:

- *Organization of the partnership.* The

6. The selection made by the Managing Authority has to be carried out within 4 months from the date of submission, as indicated by the Reg.1305/2013 art.44 (4)

verification of the partnership's organization should be aimed at ensuring its coordination with the purposes of the project. More specifically, it should be verified the presence of:

- a clear description of the roles of each partner in relation to the activities and the objectives of the project;
 - mobilization of local stakeholders able to trigger new relational dynamics on the territory for the achievement of the project objectives.
- *Features of the project.* The verification aims at verifying the quality of the project proposal, the added value compared to the local strategy, the degree of innovation, the sustainability of the activities and the conformity of the expenditures in terms of efficiency. It should be therefore verified:
- the presence of a joint action that can be activated through one or more measures of the LDP or the RDP;
 - the drafting of a clear and concrete project in terms of description of the general objective, the specific objectives, the foreseen actions and the output and result indicators quantification;
 - the presence of the added value determined by the cooperation action with LAG or other public/private partners located in other Italian, European and non-EU territories;
 - the innovative nature that can allow to get joint benefits in terms of acquisition of new competences, new relationships and networks, new products or new methods and productive processes;
- the presence of a communication action clearly linked to the objectives of the project and of the LDS, adequate to reach target groups, stakeholders and the beneficiaries of the LDs and the RDP;
 - the degree of project sustainability, seen as the capability to achieve results which can go well beyond the financing period of the project itself;
 - the coherence, adequacy, transparency and feasibility of the financial plan compared to the objectives, the results to be achieved and the timing for the implementation of the foreseen actions.
- *Management modalities.* The verification aims at verifying the state of definition of the technical and management organization, the self-assessment system and therefore the presence of:
- a clear and fair sharing of the responsibilities at organizational and management level, of the definition level of the decision-making processes, of the implementing and financial system of each single partner in terms of the project implementation, as well as of the ways for an adequate communication and interaction among them;
 - a clear, efficient and effective procedures system for the internal control and for the monitoring and evaluation activities which allows to get information on the quality of the project's contents, on its state of progress

and on the degree of achievement of the foreseen objectives.

THE PROJECT CODE

Once the project has been approved, each Managing Authority attributes an identification code and communicates it to the other Authorities involved, while the Lead Partner communicates it to the other partners.

In compliance with the LAG code given by the ENRD, the project code is made up of three parts that identify respectively:

- the type of cooperation, through the letters “I” and “T” respectively for the

Interterritorial and Transnational co-operation projects;

- the LAG Lead Partner or the LAG of reference meant as lead partner according to the code assigned by the European Commission;
- the project, through a progressive number made of three numbers assigned by the Lead Partner Managing Authority when the application form is submitted.

By considering, for example, a project application form which the Lead Partner is an Italian LAG, the Managing Authority of competence will assign a code as follows:

“I” o “T” - IT016-00X

3. THE APPLICATION FORM OF THE COOPERATION PROJECT

THE PROJECT APPLICATION FORM

The eligibility and sustainability of the project proposal have to be verified after the evaluation of the project application form. Whether or not the cooperation initiative is integrated in the local development strategy and simultaneously approved, the project application form has to contain all the elements and necessary information to allow a prompt evaluation. The application form has to contain the minimum common information in order to uniform the project standard, thus allowing:

- a better reading, by the Managing Authorities and the LAGs involved, of the initiatives in the evaluation and selection phases;
- during the project implementation, the verification between the expected results and those achieved.

The proposed project application form is divided into the following two distinct and complementary parts:

- project fiche;
- annexes to the project fiche.

The Project fiche

The project fiche represents the core part of the application form which details the

information related to the entire initiative and to the elements that characterize the activities of each single partner (Format 1). That's why the fiche is articulated into the following two sections:

- the whole project (Section I);
- the interventions of each single partner at local level (Section II).

The first section, which has to be the same for all partners, describes the project in its whole and reports the personal data of the Lead Partner, the LAG, the no-LAG partners and of the Managing Authorities involved.

The project fiche shows the following information:

- origins of the project partnership;
- aims and objectives;
- preliminary activities and implementation activities;
- output and result indicators;
- implementation methods and procedures;
- organizational aspects (project duration, time schedule of the activities);
- financial aspects (overall cost of the project and breakdown of the expenditures among partners).

The description of the project can be improved by including additional technical documentation.

The second section has instead local relevance and describes the interventions of competence of each LEADER LAG participating to the project. More specifically, it should be reported for each of them:

- the coherence of the project compared to the related local development strategy;
- a detailed description of the activities/ local actions that can be carried out by each single LAG on its territory;
- the organizational/managerial and financial aspects.

Furthermore, for the transnational cooperation projects, it is recommended to translate in English the project fiche in order to facilitate the information flows among the stakeholders – institutional or not – who are interested in the initiative (we mention, among all, the ENRD which is in charge of providing information on the initiatives financed and of implementing a European database of the projects).

Annexes to the project fiche

The project fiche is accompanied by the cooperation agreement that describes the responsibilities and the engagement of each partner (attachment A). It has to be signed by the respective legal representative. The agreement, unless otherwise decided by the Managing Authority, can be substituted by a letter of adhesion to the partnership, signed by the legal representative of each partner.

Further attachments can be represented by a series of documents that complete the submission of the project and support its evaluation such as:

- Statement of the Lead Partner and of each partner confirming the overlapping absence with other cooperation projects supported by other programmes (if it is not specified in the declarations reported in the application for support) (Annex B);
- Financial report relating to each expenditure category in order to demonstrate that the estimated costs for each single activity are coherent compared to the reference market (Annex C);
- Detailed curriculum of no-LAG partner/s, when the partnership includes other public and private local groups and a self-declaration that highlights the financial capability of the applicant/s expressed both in terms of the amount allocated to the project and of the financial resource used (Annex D).

In order to get all information necessary for a complete assessment, the project application form should be submitted in its whole to each Managing Authority. In case of agreements among the various Authorities, the project fiche, including all its annexes, can be sent only to the Authority of the LAG Lead Partner, whereas it can be sent to the other ones the first and the second sections related to the LAG of their competence.

The Cooperation Agreement

Once the details of the project have been clarified, and the roles of partners and the timing approved, the partnership can draft a cooperation agreement which entrusts each partner the task of carrying out specific assignments within fixed

deadlines and takes on the related financial responsibilities towards the other partners and of the respective Managing Authorities. The agreement aims at specifying and regulating all of these aspects and possible situations that can occur within the partnership, starting from its launch. The signing of the agreement allows to regulate and formalize, case by case, specific issues that can occur as consequence of the various dispositions envisaged by the RDPs, as well as of the specificities linked to the type of activities undertaken.

The decisions taken by the competent partners about the approval of the agreement itself and of the cooperation project have to be attached to the agreement, as well as the assignment to the subject delegated to sign the agreement, unless he/she is the legal representative (in this case a specific mandate is not required).

The agreement, which represents an integral part of the project application form, besides illustrating the aims of the cooperation, defining clearly the objectives, the activities to be undertaken for their achievement and the necessary financial resources, will have to develop and contain the following information:

- a written commitment of partners with the names and the personal information of the LAG Lead Partner and of the LAG partner/other public - private participating associations;
- the indication of the objectives;
- parties' obligations (respect of the times for defining the ways of organization and control of projects, definition of the information flows among

the partners and between those ones and the Managing Authorities, the respect of the principles of transparency and competition concerning the choice of suppliers and the beneficiaries of the support, in compliance with the principles of the public procurement rules, the cases of non-compliance and exclusion);

- roles and functions of each partner, specifying the functions carried out by the Lead Partner and those ones of the other partners;
- decision-making processes (i.e. ways of voting the adoption of decisions, creation of a steering committee);
- the probable establishment of a common juridical structure;
- the criteria for the breakdown of the expenditures related to common activities;
- the conditions for accepting the eventual inclusion of new partners and withdrawing of a partner;
- a procedure that allows the amendment and/or integration of the agreement;
- the indication of the reference legislative rules and of the competent jurisdiction in the case of disagreement between the parties.

It should be remembered that, in case when the projects envisage the implementation of a patent, the ownership and the ways for its use have to be defined within the cooperation agreement. Finally, the agreement has to be drafted in the languages of the various Member States involved or rather in a unique working language (i.e. English).

4. IMPLEMENTATION OF THE PROJECT

THE COMMON COSTS

The execution of the joint action represents the core of the cooperation project to which implementation all partners are required to provide financial support both partially and as a joint action that can however be divided by each single partner. For instance, in case of an event, each expenditure for its organization (rent room, rental of technical equipment, advertising, translation, etc.) can be shared among the partners. This interpretation is the most predominant among member States: many are, the States that have opted for separable joint actions to be carried out autonomously. It could also happen that the joint action requires a service or a supply for the benefit of all partners or rather the identification of a subject entrusted of its fulfillment. In this case, it is possible to act in a unitary way, which expenditure is carried out by the Lead Partner or by another delegated partner, in the name and on behalf of the other partners. In this case, the partner who has carried out the expenditure will have to ask the refund to the other partners through an invoice in which it will be mentioned “pro quota charged” of the expenditure

for the provision of a service purchased also in the name and on behalf of the delegating partners.

The amount will be subjected to VAT by applying the VAT exemption according to the national law only in case the VAT paid on the purchase or service is not deductible.

In any case, it should be pointed out that the expenditures paid by a delegated partner that have to be charged pro quota to the other delegating partners, with the subsequent transfer of funds among themselves, has some clear fiscal disadvantages and, in case of purchasing material and immaterial goods, accounting problems. For instance, the re-invoicing leads to a double VAT cost for the partner receiving the invoice. The recharge of a non-deductible cost can mean for the delegated partner a greater taxable income, whereas the purchasing of goods remaining in his patrimonial sphere, although shared with other partners, due to the pro quota recharge, can implicate the impossibility to account the expenditures incurred pro quota by the delegating partners.

Another solution to be pursued, mainly in the case of transnational cooperation, is represented by a single contract, signed

by the LAG appointed by itself and in the name and on behalf of all partners, according to which the supplier will issue invoices for each partner.

INTERVENTIONS AND ELIGIBLE EXPENDITURES

The implementation phase of the cooperation projects suffers the complexity both in terms of organization, because of the partnership, and of management that is typical of the multi-sectorial and integrated character of the LEADER cooperation.

The basic rules, the eligible expenditures and the management of the initiatives are strictly in compliance with the framework of the Community and national rules, and on the basis of the indications provided by each Managing Authority within their own RDPs or in the cooperation announcements.

The eligible interventions and therefore the expenditures of a cooperation project are distinguished in:

- *Technical preparatory support*, containing all the expenditures ascribable to the definition of the cooperation project's actions and to the search for a partner;
- *implementation* of the activities envisaged by the project.

As far as the eligibility of the related expenditures is concerned, a national

orientation is provided by the document drawn up by the National Rural Network "Guidelines on the eligibility of the expenditures related to the 2014-2020 rural development"⁷, in the fiche dedicated to transnational and interterritorial cooperation.

Activities and eligible expenditures for technical preparatory support

At the national level, the document "Guidelines on the eligibility of the expenditures related to the 2014-2020 rural development" provides, in compliance with the recommendations of the Commission and as guide, the following indications in terms of eligibility of the expenditures incurred for the implementation of the preliminary activities:

- expenditures related to the search for partners, including travels, local transport, and accommodation of the staff involved;
- expenditures related to feasibility studies, acquisition of specific consultancy services and other related activities (project drafting, etc.);
- expenditures related to communication and information, including interpreting service and translations of texts, awareness raising and information actions of the territories, and of the other activities involved;
- expenditures related to the organization of meetings, including the rental of rooms, equipment, catering service,

7. The document has been drawn up by the National Rural Network and approved in the State-Regions Conference on the 11th February 2016

- interpreting and translation service;
- general expenditures related to the organization and coordination of the project activities and awareness raising activities.

It is worth pointing out that what has been outlined by the guidelines does not undermine the eligibility conditions of further expenditure categories established by each Managing Authority for the actions of the related RDP as long as they are carried out according to the project objectives and in compliance of the rules and the national and Community interests.

On the basis of the indications provided by the Managing Authorities, the eligibility period of the expenditures incurred for the technical preparatory support can start since the approval date of the RDP and/or, nevertheless, before the subscription of the cooperation agreement⁸.

Activities and eligible expenditures for the fulfillment of the project

The activities for the fulfillment of the project have to be clearly indicated in the project fiche and have to show a direct correlation with the operative objectives indicated.

Generally, the Commission refers to the eligibility of costs considering not only those ones incurred individually by each partner, but also the share of the joint costs.

In order to standardize, at the national

level, the procedures related to the use of funds, the document “Guidelines on the eligibility of the expenditures related to the 2014-2020 rural development”, with reference to the implementation phase of the cooperation project and in relation to the peculiarities of the actions put in place, indicates as eligible the following expenditure categories incurred for:

- the staff dedicated to the implementation activities of the cooperation projects;
- the coordination meetings among the partners, including travel and accommodation costs, local transport, rental of rooms, catering and rental of equipment;
- interpreting and translation services;
- the so called indirect general expenditures which have to be determined on the basis of a fair and clear pro quota, duly justified and documented.

As it occurs for the activities and the expenditures for the preparatory technical support, what has been drawn up in the document does not undermine the eligibility conditions of further expenditure categories established by each Managing Authority in the implementation of the measures of the related RDP, provided that they are carried out according to the objectives of the project.

Concerning the expenditures incurred for the implementation of the interventions, and which concern the single

8. “Guidelines on the eligibility of the expenditures related to the 2014-2020 rural development” par. 3.2.1

measures of the RDPs, in case when the project envisages some local actions by single LAGs, the document refers to the types of eligible expenditures expected in the relative measure fiches, as well as to the further indications established by the Managing Authorities in the implementing provisions.

In case of cooperation with a third country, the expected expenditures ascribable to the LEADER zone, although not incurred in the LEADER area, are considered eligible (participation of the LEADER LAG to the partnership meetings, organization of events, etc.), conversely, the expenditures incurred in a third country, and therefore not ascribable to the LEADER zone, are not eligible.

THE JOINT STRUCTURE

Considering the organizational and managerial complexity of the cooperation projects, the partnership agreement might not be enough to achieve an efficient organization, thus making more operationally efficient the institution of a joint structure. In the Guide for the implementation of the sub-measure 19.3, the Commission does not make reference to a probable establishment of a joint structure in the previous guidelines 2007-2013⁹ as reported a “*more integrated form of cooperation*” which “*can be represented*

by any entity with a legal form recognized by the Member States involved”. In any case, once acknowledged the convenience in creating a joint structure, it should be chosen the more adequate aggregation form, considering the territorial value of the cooperation (interterritorial or transnational).

As far as the interterritorial cooperation projects are concerned, the choice for the most suitable legal instrument has to be made on the basis of administrative and fiscal considerations. In this case, a limited liability cooperative, as also the Consortium, can be considered appropriate organizational models for gathering small enterprises or other entities, and carry on activities characterized by mutual purpose.

Concerning the transnational cooperation projects with partners located in at least two EU States, the most suitable legal form is represented by the *European Economic Interest Grouping* (EEIG)¹⁰.

Besides this legal form, it has been introduced the European Cooperative Society, with different features but with the same transnational characterization.

The joint structure, once established in the most suitable form, plays a central role in the implementation of the joint action by carrying out all or some activities related to the project.

The agreement and the certificate of incorporation of the joint structure will have to define the aspects concerning

9. "Guide for the implementation of the cooperation measure of the LEADER Axis of the 2007-2013 rural development programmes" of 19 November 2008

10. EEC reg. 2137/85

mainly:

- the role played by the joint structure in the cooperation project;
- the financial flows between LAGs/other partners and joint structure;
- the methods adopted for the accounting and controls.

Considering the administrative and legal complexity that characterizes the establishment of a joint structure and its management, it is recommended in cases of partnerships involving many countries.

TERMS AND DEADLINES FOR THE IMPLEMENTATION OF THE PROJECT

In the light of the complexity that characterizes the implementing course of the cooperation projects and of the experience gained by the previous programming periods and in order to define the deadline for the closure of the project, it would be desirable to consider not only the necessary time for the operative execution of the project, but also the time necessary to its subsequent accounting phase, as well as the deadline for the closure of the interventions envisaged by the Measure 19. In general, it is recommended to envisage an adequate timing, not less than 24 months.

It is therefore desirable that the Managing Authorities indicate, in the cooperation announcement, the date by which

the final documentation should be submitted (application for payment attesting the fulfillment of the interventions). Lastly, a possible establishment of a time frame for the accounting phase, agreed between the Managing Authorities, would represent a further support to a good management of the cooperation project.

PROJECT MODIFICATIONS

The experience gained by the previous programming periods has highlighted how, during the implementation phase of the cooperation projects, it might be needed to make some changes or integrations to the project. For this reason it is useful to outline a joint approach for the Managing Authorities in order to get a better procedural management also on this aspect.

The Managing Authorities are requested to regulate, in the respective implementing provisions, the ways in which probable amendments to the projects submitted are granted and the subsequent procedures to be followed. In general, it should be followed what established in the Guidelines for the eligible expenditures that envisage, at the national level, a specific paragraph on the provisions related to the ongoing amendments with reference to the RDP measures¹¹. In order to ensure a greater transparency, efficacy and effi-

11. Guidelines on the eligibility of the expenditures related to the 2014-2020 rural development, Chapter 4 Paragraph 4.10 Provisions concerning the ongoing amendments

ciency of the spending, as well as certainty of the implementation time of the supported initiatives, it is suggested to minimize the number of modifications in the document. Usually, they have to be submitted in advance, in the general assessment of the modifications and of the related provisions adopted by each Managing Authority. A particular attention should be paid to the maintenance of the requirements that have led to the approval of the project on the basis of the selection criteria, thus avoiding, therefore, amendments to the objectives and to the parameters which have made eligible the initiative.

The modifications and/or integrations of a project could concern the composition of the partnership, the implementation of the project, the economic/financial aspects provided that they do not undermine the project objectives.

The project modifications concerning the joint action, both of financial and implementing nature, have to be firstly shared and approved by the project partnership and then transmitted to the respective Authorities who will share them in order to get a timely and coordinated approval. To this aim, the Managing Authority that receives from its own LAG the modification request, transmits it to the other Managing Authorities that, after assessing the request, send the result to the LAG Lead Partner Managing Authority. This latest has to keep informed periodically the other Managing Authorities involved in the project about the state of approval of the modifications.

In order to ensure the regular course of

the project, the Managing Authorities are requested to express their assessment within the date indicated by the LAG Lead Partner Managing Authority in the transmission note for the amendment request.

To this purpose, it is thought useful the use of the “Project modification request form”, thus contributing at standardizing the approval procedures themselves (Form 2).

ACCOUNTING EXPENDITURES FOR THE JOINT ACTIVITIES

The accounting activity aims at ensuring the proper financial implementation of the actions programmed, according to the modalities and time expected by public tenders, through the submission of proper technical-administrative and accounting documents.

In general, for each cooperation project, each LAG partner has to submit a financial statement to the respective Managing Authority in which are reported the expenditures for the implementation of its own project activities, in compliance with the financial endowment.

Nevertheless, it has been detected a greater complexity in the accounting of the cooperation projects, ascribable not only to the great number of partners involved, but also to the presence of rules and ways of accounting the expenditures which often vary among the various Managing Authorities. Moreover, there is a difficult verification of the achieve-

ment of the overall project functionality during the control phase, due to the management difficulty in knowing the real degree of implementation activities of each partner.

On the basis of the previous experiences, in terms of accounting the expenditures incurred, it emerges the need of a coordinated reading and verification among the Managing Authorities through:

- A timely information exchange aimed at reducing contrasting behaviors in the assessment of the eligibility of the expenditures, as well as at facilitating the knowledge on the state of progress of the joint action and of the overall project;
- The preparation of eventual shared templates for the accounting of the expenditures and the financial monitoring (Format 3).

For the sake of completeness, the LAG partners should be requested to transmit their own financial monitoring to the LAG Lead partner, with the specification of the commitments undertaken, the payments made to the beneficiaries, differentiated into joint actions and eventual local actions, the status of any possible ongoing public tenders, the accounting of the expenditures and the controls carried out as well as the reimbursements received.

The LAG Lead Partner, once gathered the above mentioned documentation, will draw up a final report on the project implementation that will be transmitted to its own Managing Authority and to

each partner who will then transmit it to the respective Managing Authorities.

The involvement of many different subjects of the various Managing Authorities might raise the issue of differentiated timings related to the accounting phase and check, thus probably leading to interferences and potential obstacles to the regular process of each area involved. For this reason, in these cases, it would be advisable that each Managing Authority, which is preparing the final accounting and certification of expenditure at the level of RDP, is promptly informed about the procedural and financial state of the overall project progress.

In order to facilitate, from the administrative point of view, the implementation of joint actions, it is recommended to propose LAGs to develop and manage, autonomously, single parts of the joint action, in order to avoid specific problems and complexities to be solved during the accounting phase, since the same ones can be assimilated to those put in place in the case of local actions¹².

It is deemed appropriate to focus on some aspects concerning the accounting phase of those projects for which it is expected the involvement of a “joint structure”, according to which, on the basis of the role it plays, the beneficiary of the funding or supplier of a service, the financial flows and therefore the accounting phase vary.

More specifically, if it deals with an implementing body, the management

12. See paragraph dedicated to the “joint costs”

methods of the project can refer to that one of the LAG in convention, where LAG identifies directly the beneficiary of the public support. In this case, the accounting phase will follow the same procedure adopted for a normal beneficiary. The accounting phase of the implementing expenditures has to be carried out by the joint structure and transmitted to the delegated LAG Lead Partner, during the cooperation agreement. The accounting phase will be then examined, verified and certified by the delegated LAG Lead Partner and it will undergo the necessary checks by the competent Managing Authority, according to the manners envisaged by the respective RDP and by the other implementing documents.

All the summary and explicative documentation concerning the accounting phase will be transmitted to the partners in support of the related reporting phases, including certifications and verification documents accompanied by an activity report drawn up by the delegated LAG Lead Partner. Each Managing Authority of reference of the LAG partner will read this documentation, during the accounting phase, and it will also check the ways in which the funds of the joint structure have been transferred.

In case where the joint structure acts as supplier of goods/services, the project management can be assimilated directly by the LAGs. In this case, in addition to the invoice for the services with an amount equal to the share of its own pertinence, each LAG will have to receive by the joint structure a copy of the acts, invoices and of the other documents

showing evidence of the expenditures, on which the administration of the joint structure will have to put a stamp as true copy, besides the indication of the pertinent share for each LAG/partner. Also the share for the functioning and management expenditures of the joint structure, which are eligible for public support, will be invoiced to the project partnership according to their pertinent share.

The pertinence of the expenditures incurred, the fairness of the procedures adopted, the appropriateness of the costs, the legitimacy of acts (contracts, tender procedures, resolutions) will be certified thanks to the transmission of all the related acts to each LAG/other partners, always as certified copy and attached to the issued invoices for the services carried out. The Managing Authority of the LAG Lead partner/delegated will have the role to perform the technical/administrative control that also includes the verification, on the spot, of the accomplished achievements and of the products of the cooperation activities, by drawing up a control report in their own language translated in one or more agreed languages.

Concerning the documentation at support of the accounting phase, it is advisable to make reference to the indications contained in the document “Guidelines on the eligible expenditures for rural development” that in the section dedicated to the “Management of the financial flows and payment modalities” is detailed the list of the accounting documentation to be submitted, which is valid for demonstrating the payment of the expenses during the accounting phase.

REPORT OF PHYSICAL AND FINANCIAL MONITORING

The regular report of physical and financial monitoring of the cooperation project represents a useful tool for overcoming the limit concerning all cooperation projects, or rather the difficulty of the Managing Authorities and of all LAG partners of knowing, on the whole, the state of the project progress during its execution. Actually, it happens that very often it is difficult to link the execution documentation drawn up by each LAG partner to the whole vision of the project. In order to overcome these critical aspects, efficient manners for the information flows between LAG and Managing Authority are needed, concerning each implementing phase of projects.

The knowledge on the state of the project progress, in its entirety, can be achieved through an adequate monitoring system, which represents the priority source of information for all subjects involved and it has to concern not only the financial aspects, but also those ones related to its physical and procedural fulfillment.

In this sense, the coordination functions, entrusted to the Lead Partner, play a strategic role, also in this phase, in terms of the monitoring relationships organization on the execution of the project and

the communication activities among partners. Therefore, also the LAG partners, besides the obligations that they have towards their own Managing Authorities, assume the commitment to ensure the monitoring carried out by the Lead Partner with the information related to the implementation of its own part of the project. This can take place according to the modalities and deadlines which were pre-established and agreed in the Cooperation Agreement. Generally, each partner transmits to the Lead Partner the information on the state of implementation, accompanied by a report on the activities carried out and by the further needed documentation.

The Lead Partner, after having gathered the documentation provided by the partners, draws up an overall report on the implementation of the cooperation project, and then transmits the processed documentation to each partner and to the Managing Authorities.

In this new programming period, it is therefore recommended to define, in the Cooperation Agreement, the necessary activities for the mapping and dissemination of the information on the state of implementation of the ongoing project and in the phase of the final accounting, also by envisaging a format for the prompt monitoring of interventions.

REGULATORY AND BIBLIOGRAPHICAL REFERENCES

- Regulation (EU) n. 1303/2013 of 17 December 2013 (articles 32,34,35)
- Regulation (EU) n. 1305/2013 of 17 December 2013 (art. 44)
- European Commission – Guide on Community – Led Local Development for local actors – May 2014
- European Commission – Guide for implementation of the LEADER cooperation in rural development programmes 2014-2020 (19 November 2014)
- “Linee guida sull’ammissibilità delle spese relative allo sviluppo rurale 2014-2020” approved in Conferenza Stato-Regioni on the 11th February 2016
- ENRD – LEADER Local Development Strategies (LDS) Guide on design and implementation – May 2016
- European Commission – Guide for the implementation of the measure cooperation under the Leader Axis of Rural development programmes 2007-2013 (19 November 2008)
- National Rural Network – “Cooperazione transnazionale e interterritoriale. Chiarimenti di carattere procedurale”, Rome 2011
- National Rural Network – “L’analisi dei progetti di cooperazione. Asse IV – Alcune indicazioni sui criteri adottabili dalle Autorità di Gestione”, Rome 2009
- National Rural Network – “La fase preparatoria al progetto di cooperazione LEADER. Alcune indicazioni”, Rome 2009
- LEADER+ Network – “I progetti di cooperazione in LEADER+: approfondimenti sugli aspetti gestionali, amministrativi e fiscali”, Rome 2007
- LEADER+ Network – “Indirizzi per l’attuazione della cooperazione LEADER+ - Asse II”, Rome



FORMS



FORM 1



Logo of the
Region /
Province

RURAL DEVELOPMENT PROGRAMME 2014-2020

Regulation (EC) 1305/2013

Measure 19.3

“LAG’S NAME “

APPLICATION FORM

“TITLE OF THE PROJECT”

Transnational/Interterritorial Cooperation

Legal representative “LAG’s name”	
Project code	

COOPERATION PROJECT _____(indicate the typology)_____

Section I

1. TITLE OF THE COOPERATION PROJECT

(Max ...lines)

2. SHORT TITLE OR ACRONYM

(Max ...lines)

3. LAG LEAD PARTNER

Full name of the Lead partner.....
Address
telephone/fax
e-mail

Coordinator of the cooperation project
name, surname, e-mail, telephone number

Managing Authority
Contact person for cooperation (name and surname)
Address
telephone/fax
e-mail

4. LAG AND NO LAG PARTNER

Complete name Partner 1... n

LEADER LAG EMFF LAG ERDF LAG

ESF LAG LAG EX ART. 10 ETC IPARD LAG

MULTI-FUND LAG if, yes, specify NO LAG

Beneficiary of Measure 19 Not beneficiary of Measure 19

Effective Partner Associated Partner

> segue

segue >

Contact person of the cooperation

Name, surname

address

telephone/fax

e-mail

Managing Authority

Contact person for cooperation (name and surname)

address

telephone/fax

e-mail

5. THE COOPERATION PROJECT

Motivations

(Max ...lines)

Overall objective

(Max ...lines)

Operational objective

(Max ...lines)

Main theme of the project

(maximum two intervention areas)

Technical support activities to the definition of the project

(Max ...lines)

Description of the joint activities for the project implementation

(Max ...lines)

Project indicators

Indicators	Unit of measure	Forecast values
Output		
Partner	number	
<i>Out of which LAG</i>	number	
<i>Out of which no LAG</i>	number	
Italian regions involved	number	
States involved (for transnational projects)	number	
Common structure	number	
Network of local actors	number	
Common products	number	
Expected results		
.....		
.....		
.....		

6. METHODS AND PROCEDURES OF PROJECT IMPLEMENTATION

Legal and management form

(Max ...lines)

MODALITY OF IMPLEMENTATION

Type of implementation	Activities	Body in charge
<i>Direct implementation</i>		
<i>In agreement</i>		
<i>Call for proposal</i>		

7. ORGANIZATIONAL ASPECTS

Work planning

Project start date:							
Project closure date:							
Project duration, in months:							
	Realization time						
Pre-development	Activities	2016	2017	2018
	Partner search						
	Communication, information						
	Arrangement of meetings/seminars						
	Researches, feasibility studies, counselling						
	Conception and identification of the project						
Project execution	Creation of a possible common structure						
	Other activities						
	Other activities						
	Other activities						

Modalities to accomplish management and organizational commitments

(Max ...lines)

Sustainability of the activities

(Max ...lines)

8. FINANCIAL ASPECTS

PROJECT FINANCIAL PLAN

Operational phases	Activities	LAG/ Partner	Total cost	RDP financing			Other financing
				EAFRD quota	National + regional quota	Private quota	
Preliminary activities							
TOTAL PRE - DEVELOPMENT							
Execution of the project - Joint action							
TOTAL JOINT ACTION							
Execution of the project – Local action							
TOTAL COST OF THE PROJECT							

Annual financial planning

Expected actions	Costs per Year						
	2016	2017	2018

Section II
**PROJECT (_____ title or acronym _____) IN THE LOCAL
DEVELOPMENT STRATEGY _____**

PARTNER

LEADER LAG <input type="checkbox"/>	MULTI-FUND LAG <input type="checkbox"/>	if, yes, specify
address		
telephone/fax		
e-mail		
Contact Person: name, surname		

MOTIVATIONS

(Max.....lines)

COHERENCE OF THE PROJECT WITH THE LOCAL DEVELOPMENT STRATEGY

(Max.....lines)

EXPECTED RESULTS AT LOCAL LEVEL

(Max.....lines)

PROJECT'S ADDED VALUE COMPARED TO THE LOCAL DEVELOPMENT STRATEGY

(Max.....lines)

DEGREE OF INNOVATION

(Max.....lines)

DESCRIPTION OF THE ACTIVITIES AT COMMON AND LOCAL LEVEL

(Max.....lines)

PROJECT INDICATORS AT LOCAL LEVEL

Indicators	Unit of measure	Quantification of the objective
Output indicators		
.....		
.....		
Result indicators		
.....		
.....		

WORK PLANNING

Project start date: Project finish date: Duration of the project, in months:							
	Implementation times						
Implementation of the project-Local Action	Activity	2016	2017	2018

PROJECT FINANCIAL PLAN

Operational phases	Activities	Total costs	RDP financing		
			EARDF quota	National+ regional quota	Private quota
Preliminary activities					
TOTAL PRE-DEVELOPMENT					
Implementation of the project – joint action					
TOTAL JOINT ACTION					
Implementation of the project – Local action					
TOTAL LOCAL ACTION					
TOTAL COST OF THE PROJECT					

ANNUAL FINANCIAL PLANNING

Expected actions	Costs per Year						
	2016	2017	2018

DESCRIPTION OF THE ADMINISTRATIVE PROCEDURES

(Max.....lines)

SUSTAINABILITY OF ACTIVITIES

(Max.....lines)

ANNEXES

Cooperation Agreement (Annex A)

Statement of no overlapping with other cooperation projects (Annex B)

Justification of costs. Verification and control (Annex C)

No LAG Partner Curriculum (Annex D)

Further additional supporting documents

FORMAT 2



Logo of the
Region /
Province

RURAL DEVELOPMENT PROGRAMME 2014-2020

Regulation (EC) 1305/2013

Measure 19.3

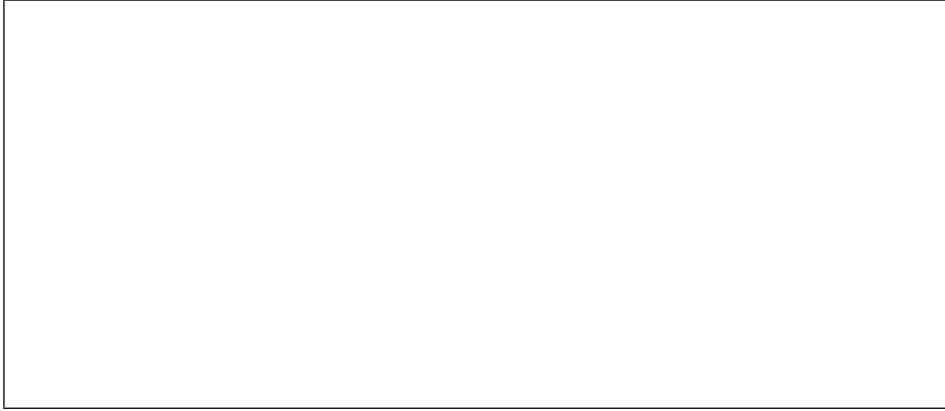
PROJECT MODIFICATION REQUEST FORM

“TITLE OF THE PROJECT”

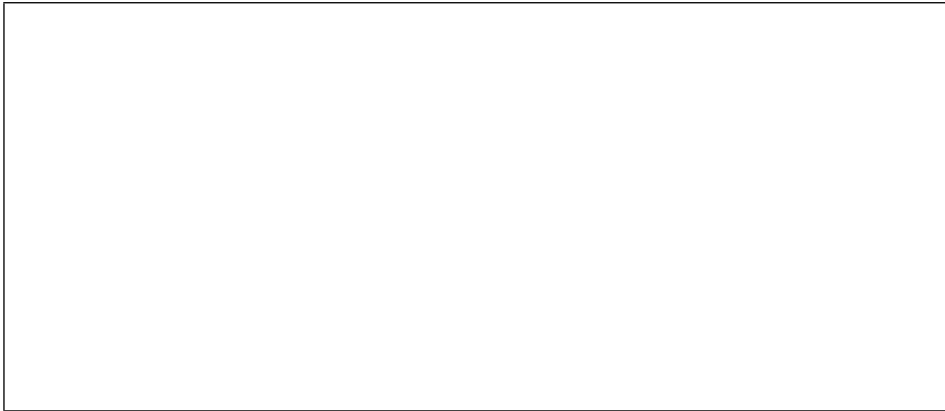
Legal representative “LAG’s name”		
Project code		
Date of approval		
Date of requested change		
Type of changes	PARTNERSHIP	New partners <input type="checkbox"/>
		Partner exclusion <input type="checkbox"/>
	JOINT ACTION	<input type="checkbox"/>
	LOCAL ACTION	LAG 1 ...(LAG name).... <input type="checkbox"/>
		LAG 2 ...(LAGname).... <input type="checkbox"/>
		LAG 3 ...(LAG name).... <input type="checkbox"/>
	ORGANIZATIONAL ASPECTS	Work planning of common activities <input type="checkbox"/>
FINANCIAL ASPECTS	Project financial plane <input type="checkbox"/>	
	Financial planning <input type="checkbox"/>	

DESCRIPTION OF THE PROJECT MODIFICATION

Brief description of the modifications

A large, empty rectangular box with a thin black border, intended for providing a brief description of the project modifications.

Reasons behind the modification request

A large, empty rectangular box with a thin black border, intended for detailing the reasons behind the modification request.

ANNEXES

Project application form after its modifications

Minutes of the modifications approval

FORM 3



Logo of the
Region /
Province

RURAL DEVELOPMENT PROGRAMME 2014-2020

Regulation (EC) 1305/2013

Measure 19.3

“TITLE OF THE PROJECT”

Code of project

FINANCIAL REPORT FORM

PROJECT " " (cod)
LAG
.....

LAG	Cost category	Brief description of the expenditure	Expenditure details					Payment details					Eligible costs				
			Expenditure document		NET amount	VAT	Total	Payment document		NET amount	VAT	Total	Amount relevant to the action		remaining amount	% committed amount	Comments
			tipology	No. of issue				Date of issue	tipology				No. of issue	NET amount			
LAG Lead partner coordination costs																	
Activity																	
Activity																	
Total Common actions																	
Local actions																	
Activity.....																	
Activity.....																	
Total Local Actions																	
Total local +common actions																	
Common actions																	



ANNEXES



ANNEX A

RURAL DEVELOPMENT PROGRAM 2014-2020

(EC) Regulation n. 1305/2013

Measure 19.3

Preparation and fulfillment of LAG's cooperation activities

Cooperation Agreement with no common structure

This agreement is only a draft to be adapted to the actual and real purposes of any specific project or transaction. It is necessary to receive specific legal advice for the drafting of an agreement suitable for the specific project the Partners are aiming at. No responsibility may derive to the author for any use of the present draft. Please note that in the text alternative or optional provisions are inserted, as well as notes.

TRANSNATIONAL/INTER-TERRITORIAL COOPERATION PROJECT

“NAME OF THE PROJECT”

COOPERATION AGREEMENT

In the year ____ on the _____ day of the month of _____ between the following:

LAG _____, tax code/VAT number _____ with offices in _____, beneficiary of the 19 measure of the RDP – (name of the Region), in the person of the legal representative _____, born in _____, on _____ and domiciled for this role at the LAG _____ offices in _____, with power of attorney for the execution of this contract, by proxy [indicate proxy document]
Henceforth referred to as the “**Lead Partner**”

- on one side-

and

LAG _____, tax code/VAT number _____ with offices in _____, beneficiary of the 19 measure of the RDP/multi-funds – (name of the Region), in the person of the legal representative _____, born in _____, on _____ and domiciled for this role at the LAG _____ offices in _____, with power of attorney for the stipulation of this contract, by proxy [indicate proxy document]

LAG _____, tax code/VAT number _____ with offices in _____, beneficiary of the XXX measure of the Regional Operative Programmes/ERDF/ESF/ETC – (name of the Region), in the person of the legal representative _____, born in _____, on _____ and domiciled for this role at the LAG _____ offices in _____, with power of attorney for the stipulation of this contract, by proxy [indicate proxy document]

(Any other type of public-private partnership, legally established) _____, tax code _____ with offices in _____, in the person of the legal representative _____, born in _____, on _____ and domiciled for this role at the LAG _____ offices in _____, with power of attorney for the stipulation of

this contract, by proxy [indicate proxy document]
Henceforth referred to as **Partners or LAG, or the Parties**

- on the other side-

Whereas

- The rural development programmes foreseen by the (EU) Reg. n.1305/2013 envisage the support to cooperation projects among territories within the same Member State (inter-territorial), or among territories of various Member State, or even with territories of third countries (transnational) ;
- in accordance with the EU Commission document named “Guidelines for the implementation of the Cooperation measure within the LEADER Axis” (dated 19.11.2014), it is desirable to formalize the commitments between the partners of each cooperation Project by means of a cooperation agreement, and , if necessary, to establish a joint legal entity duly established under any of the member states legislation;
- the parties in this agreement intend to implement a cooperation Project called “_____” henceforth referred to as the **Project**;
- the Parties (Lead Partner and Partners) wish to regulate the legal, financial, and organizational framework of the Project with the agreement herein, and confer the Lead Partner a special collective mandate with representation [or: without representation], appointing it as the Project coordinator.

All such things considered, the Parties agree and stipulate as follows:

ART. 1 – Premises and attachments

The premises and the attachments form an integral and substantial part of this Agreement.

ART. 2 – Scope of the agreement

The scope of this agreement is to regulate between the Parties the tasks and responsibilities for the setting up and implementation of the Project, with the purposes and goals listed below and specified in detail in the Project Fiche attached to this agreement.

ART. 3 – Aims and Goals

The project “ _____ ” has the following goals:

- A) _____;
- B) _____;

[*OPTIONAL: For the full achievement of the above mentioned goals, the implementation of the Project will involve, beyond the Parties, also the following areas and entities, which however will not be considered as Parties to this agreement: _____*]

- 1. _____
- 2. _____

ART. 4 – Project Actions

The Project’s actions must be carried out through joint management and coordination between the various Partners involved in the management and operational choices, in order to support the Lead Partner in its decisions and to supervise its work. For this purpose, the Partners involved in the Project will meet as a joint committee (the “Steering Committee”), as provided under article 9 below.

ART. 5 – Financial resources

The Parties undertake to co-fund the cooperation actions and mutual interest expenses , including those for the signing of this act, in accordance with the financial plan, as reported in the Project fiche attached to this Agreement.

Each Party will bear its own expenses incurred autonomously which are not foreseen in the Project for the execution of the activities.

In case any expense is considered partly or totally not eligible or in case of reduction or revocation of the Project funding, and without prejudice to the cases where such reductions or revokes are due to failures to perform responsibilities of some of the Parties, the Parties shall provide for the same allocation of these expenses between them in equal parts.

ART. 6 – Parties' roles and functions

The Parties undertake to respect the terms and the time limits established for the implementation and management of the Project, also in relation to the tasks and financial commitments assigned to each Party, as reported in the Project fiche.

Each Party will carry out its own fiscal, management and operational services fully independently, with personal liability for the performance of the tasks assigned to it. Each Party will also be responsible for communications with its own Managing Authority.

In the event of default by one of the parties to the obligations undertaken in this Agreement, and except the law responsibilities of the Partner defaulting to others, all other partners will do what it could reasonably be requested to ensure, however, in their mutual interest, the realization and the completion of the project objectives.

ART. 7 – Roles and functions of the Lead Partner

The Lead Partner undertakes to carry out and to coordinate and manage the following activities necessary for the best implementation of the Project (*NOTE: the following list is not exhaustive*):

- the planning and organization of activities connected with the Project and the adapting of the cooperation Project to any possible new needs and aims due to the entry of new partners, at the meantime acting in compliance with the purposes and goals provided for in this Agreement;
- management and coordination of the Project implementation, and coordination of each Partner's tasks, in order to ensure the correct implementation of the joint action;
- the activities necessary for reporting the activities that have been carried out (financial coordination) and where necessary, the signing of documents connected with the the Project implementation;
- preparation of the physical and financial monitoring reports, and any other documents needed for the Project, as well as the verification and updating of the time schedule for the activities and the relevant flow-chart of costs;
- ordinary administrative and legal issues;
- communication activities and meetings between Parties, also encouraging communication activities with the Managing Authorities; if and when it is set up a legal framework for better implementation of the Project, to maintain relations

- with this structure administrators, to entrust with tasks and verify the costs incurred by such a legal structure for the project, in the exclusive interest of the participants in the project;
- develop contacts with new perspective partners in order to increase the Project partnership .

While carrying out the above activities, the Lead Partner will be supported by the Steering Committee with supervising and control activities of the Project implementation.

[OPTIONAL: as contribution for the above activities, each Party will pay to the Lead Partner a yearly lamp-sum consideration of €_____ .]

[OPTIONAL: The mandate granted to the Lead Partner can be revoked by a decision taken by the other Partners in the Steering Committee, except the reimbursement of any expenses incurred by the Lead Partner until the revoke of its mandate for the Project].

[OPTIONAL: A Project administrative organisational office may be set up, with supporting functions, to be entrusted with the following tasks:_____

- a. maintaining the Project register;*
- b. checking consistency between any expense supporting documents with the financial management tools;*
- c. keeping and storage of Project documentation;*
- d. storage of invoices, notes and any other evidence of spending, of the collaboration contracts (eg. coordinated, occasional and professional) signed with various subjects;*
- e. preparation of settlement expenditure payment acts and related financial obligations of payment.*

The organisational office tasks will be carried out by the staff of the Partners or by external employees under the supervision of the Lead Partner.]

ART. 8 – Obligations of the Partners

The modalities for the Project implementation are entrusted to the Partner as described in the Project fiche and, if specified in the meetings of the Steering Committee.

The Partners must also report the elaboration of all costs related to the activities entrusted to them in accordance with regulations and procedures established by the respective Managing Authority, as well as the preparation in relation to their activities, of the monitoring and of the documentation required for the Project implementation, including the final report and treat the Project information flows in relation to their Managing Authority.

The Partners shall also take part in all the phases of their competence foreseen for the project realization, in compliance with the agreed timeframe. The Partners undertake also from now to provide the broadest collaboration for the Project realization.

Each Partner will be responsible for the following (*the following list is not exhaustive*):

- the observance of all obligations under this Agreement for the complete and correct completion of the Project;
- organisation of meetings and exchanges in their own territory;
- the development of contacts and relations with potential new partners in their own territory;
- involvement of local administrations and economic and social stakeholders in the respective territory;
- information dissemination about the Project's progress in their areas.

ART. 9 – Steering Committee

The Steering Committee supports the Lead Partner in detailing the Project activities and in its carrying out.

The Steering Committee meets, even in the teleconference or audio conference, whenever requested by at least three partner with fax signed and sent to the Lead Partner and at least once every three months (or: half-year). The meeting convocation, complete of the agenda and time of the meeting, shall be sent with at least a seven days in advance.

The Steering Committee is composed by one representative of each Partner. Each Partner may be represented by another Partner by means of a written and duly signed proxy, to be given to the Lead Partner at the meeting. Each Partner may not represent more than [...] Partner at each meeting.

The decision shall be taken with the following deliberative *quorum*:

- a) for the decisions on the modification to this Agreement, for the admissions of new Partners, exclusions and liability of the Partners, termination of the mandate to the Lead Partner and judicial or arbitration actions to be taken against one or more Partner: (i) it is required the presence of 2 /3 of the Partners for the validity of the meeting; (ii) it is required the vote of 2/3 of the present partners to approve a decision.
- b) For the decisions on Project activities, expenses and financial plan: (i) it is required the presence of 50% plus one of the partners for the validity of the meeting; (ii) it is required the vote of 50% plus one vote of the present partners to approve a decision.

The Lead Partner shall draft minutes of the meetings to be approved at the end of any meeting or, at least, within 5 days.

ART. 10 – Non-fulfillment and exclusions

In the event of a serious non-fulfillment of any obligation under Art. 5, 6, 7 and 8, which may jeopardize the Project realization, each Partner may be excluded from this Agreement and the Project activities by a decision of the Steering Committee.

[OPTIONAL: by way of example, delay of more than 60 days in paying the amounts due to the Lead Partner by any Partner for the implementation of joint activities is deemed as serious non-fulfillment under this Article 10.]

Save for the right to claim for the damages which may have been caused to other Partners due to the non-fulfillment, the exclusion means that the Partner shall also pay its part of the expenses already borne or which will be borne for commitments already taken for the Project.

Where it is excluded the Lead Partner appointed by the present Agreement, the Partners shall replace it and inform the respective Managing Authorities.

ART. 11 – Adhesion of new partners

The adhesion of new partners to the Project is permitted by means of written request to the Lead Partner. The application must contain a declaration of acceptance and acknowledgement of the Project's activities that have already been developed, and of the relevant commitments under Article 8 above, with an express undertaking to ensure the continuity.

The Lead Partner will submit the adhesion request for the approval to the Steering Committee, which, in order to make it operational, will have to approve a special decision in accordance with Article 9 of this Agreement, and expressly providing for the related expenditure commitments according to the time to join the project. The adhesion will be decided on the basis of the following criteria: (i) organization of the LAG or applicant partner; (ii) added value of the adhesion; (iii) motivation and projected commitments; (iv).....

Following the new partner will provide the necessary documentation for the review of the project made by the LEADER LAG, which will update the following parts::

- personal detail sheets of partners;
- expected activities;
- financial plan.

Membership will become effective with the joint signature by the Lead Partner and by the new member of a declaration of adhesion. Since that time the member will become partner in all respects of the Project and to this Agreement.

ART. 12 – Withdrawal by one or more Partners

The Parties may withdraw from taking part in the cooperation actions foreseen in the Project by giving reasons of their decision and formalizing in writing to the Lead Partner. The unilateral withdrawal or the consensual termination accepted by the Steering Committee will have effect only for the future and will not affect the part of the Agreement already completed; the withdrawing Partner must reimburse any expense incurred in its interest and those relating to commitments already made at the time of the withdrawal, save for the possibility for any Partner to claim damages deriving from its withdrawal.

ART. 13 – Duration

This Act commits the Parties from the execution date of the same and cease any effect to the date of settlement of all obligations assumed and in any case no later than (...), without prejudice to any obligations relating to confidentiality and duties of collaboration, exchange of information and financial reports necessary for the Managing Authority. The results of the cooperation cannot in any case be diverted to purposes other than the funding received for at least five years. To this end, the Parties agree now that the Lead partner may, at the end of the validity

period of the Agreement, register trade marks or patents, to grant license, concession to use, or other form commercially acceptable such results and products of the cooperation, in order to ensure a bearing maintenance of the goods activities and realizations. Any profits from activities resulting from such concessions of contracts, net of expenses, will be distributed among all partners equally. Before the conclusion of the Agreement validity period, the Steering Committee will decide the detailed arrangements of such reliance giving delegation to the Lead Partner to implement them.

ART. 14 – Amendments and additions

This agreement can only be amended and/or supplemented by means of a decision taken by the Steering Committee. Further to this decision the amendments shall be reflected and, if necessary, a new cooperation agreement replacing the present one will be concluded per written act and signed by all Parties.

ART. 15 – Applicable laws and competent courts

The parties agree that this agreement and disputes arising from it will be governed by Italian law.

The courts of _____ will exclusively have jurisdiction for any dispute which may arise between the parties in relation to this agreement.

*[Or: **ART. 15 – Applicable laws and competent courts**]*

The parties agree that this agreement and relations arising from it will be governed by Italian law.

The parties agree that in the event of any dispute that may arise over the effect, interpretation and carrying out of this agreement, and in any case relating to any connected issue, the dispute will be submitted to an arbitration panel made up of three members, two of whom will be appointed by each party in dispute and the third of whom will be appointed by the President of the Chamber of Commerce of _____ .]

ART. 16 – Final provisions

This agreement, of which ____ copies have been drawn up, will only be subject to registration in case of use. The registration fees will be paid by the requesting party. This document is made up of ____ single pages for stamp duty. It must be translated, only for unofficial use, in English language and _____ [*indicate any language chosen*] and signed i by the Parties after being duly read and confirmed.

The attachments are _____ [*indicate type of attachment and number of pages.*].

This agreement for transnational cooperation is signed by the representative of the Parties who have decided to adhere to the “ _____ ” Project.

The Lead Partner’s Legal Representative

The Partners’ Legal Representative

The parties expressly approve article 15 (applicable laws and competent courts) pursuant to and in accordance with article 1341, paragraph 2 of the Italian Civil Code.

The Lead’s Legal Representative

The Partners’ Legal Representative

ANNEX B

RURAL DEVELOPMENT PROGRAM 2014-2020

Regulation (CE) 1305/2013

“Interterritorial and Transnational Cooperation projects”

Preparation and fulfillment of LAG’s cooperation activities

Cooperation Agreement

With common structure

This agreement is only a draft to be adapted to the actual and real purposes of any specific project or transaction. It is necessary to receive specific legal advice for the drafting of an agreement suitable for the specific project the Partners are aiming at. No responsibility may derive to the author for any use of the present draft. Please note that in the text alternative or optional provisions are inserted, as well as notes.

“NAME OF THE PROJECT”

Cooperation Agreement

In the year ____ on the _____ day of the month of _____ between the following:

LAG _____, tax code/VAT number _____ with offices in _____, beneficiary of the 19 measure of the RDP – (name of the Region), in the person of the legal representative _____, born in _____, on _____ and domiciled for this role at the LAG _____ offices in _____, with power of attorney for the execution of this contract, by proxy [*indicate proxy document*]

Henceforth referred to as the “**Lead Partner**”

- on one side-

and

LAG _____, tax code/VAT number _____ with offices in _____, beneficiary of the 19 measure of the RDP/multi-funds – (name of the Region), in the person of the legal representative _____, born in _____, on _____ and domiciled for this role at the LAG _____ offices in _____, with power of attorney for the stipulation of this contract, by proxy [*indicate proxy document*]

LAG _____, tax code/VAT number _____ with offices in _____, beneficiary of the XXX measure of the Regional Operative Programmes/ERDF/ESF/ETC – (name of the Region), in the person of the legal representative _____, born in _____, on _____ and domiciled for this role at the LAG _____ offices in _____, with power of attorney for the stipulation of this contract, by proxy [*indicate proxy document*]

(Any other type of public-private partnership, legally established) _____, tax code _____ with offices in _____, in the person of the legal representative _____, born in _____, on _____ and domiciled for this role at the LAG _____ offices in _____, with power of attorney for the stipulation of this contract, by proxy [*indicate proxy document*]

Henceforth referred to as **Partners or LAG, or the Parties**

- on the other side-

Whereas

- The rural development programmes foreseen by the (EU) Reg. n.1305/2013 envisage the support to cooperation projects among territories within the same Member State (inter-territorial), or among territories of various Member State, or even with territories of third countries (transnational);
- in accordance with the EU Commission document named “Guidelines for the implementation of the Cooperation measure within the LEADER Axis” (dated 19.11.2014), it is desirable to formalize the commitments between the partners of each cooperation Project by means of a cooperation agreement, and , if necessary, to establish a joint legal entity duly established under any of the member states legislation;
- the parties in this agreement intend to implement a cooperation Project called “_____” henceforth referred to as the Project;
- the Parties (Lead Partner and Partners) wish to regulate the legal, financial, and organizational framework of the Project, with the agreement herein and confer the Lead Partner a special collective mandate with representation [or: without representation], appointing it as the Project coordinator.

All such things considered, the Parties agree and stipulate as follows:

ART. 1 – Premises and attachments

The premises and the attachments form an integral and substantial part of this Agreement.

ART. 2 – Scope of the agreement

The scope of this agreement is to regulate between the Parties the tasks and responsibilities for the setting up and implementation of the Project, with the purposes and goals listed below and specified in detail in the Project Fiche attached to this agreement as attachment n. **1**.

ART. 3 – Aims and Goals

The project “ _____ ” has the following goals:

- a) _____
- b) _____

[OPTIONAL: For the full achievement of the above mentioned goals, the implementation of the Project will involve, beyond the Parties, also the following areas and entities, which however will not be considered as Parties to this agreement: _____]

- 1. _____
- 2. _____

ART. 4 – Project Actions

The Project’s actions must be carried out through joint management and coordination between the various Partners involved in the management and operational choices, in order to support the Lead Partner in its decisions and to supervise its work. For this purpose, the Partners involved in the Project will meet as a joint committee (the “ Steering Committee”), as provided under article 9 below.

ART. 5 – Financial resources

The Parties undertake to co-fund the cooperation actions and the expenses borne for the interest of the Project, including those for the execution of this Agreement, in accordance with the financial plan, as shown in the Project fiche attached to this Agreement.

Each Party will bear its own expenses incurred autonomously which are not foreseen in the Project for the execution of the activities.

In case any expense is considered partly or totally not eligible or in case of reduction or revocation of the Project funding, and without prejudice to the cases where such reductions or revokes are due to failures to perform responsibilities of some of the Parties, the Parties shall provide for the same allocation of these expenses between them in equal parts..

ART. 6 – Parties' roles and functions

The Parties undertake to respect the terms and the time limits established for the implementation and management of the Project, also in relation to the tasks and financial commitments assigned to each Part, as reported in the Project fiche.

Each Party will carry out its own fiscal, management and operational services fully independently, with personal liability for the performance of the tasks assigned to it. Each Party will also be responsible for communications with its own Managing Authority.

In the event of default by one of the parties to the obligations undertaken in this Agreement, and except the law responsibilities of the Partner defaulting to others, all other partners will do what it could reasonably be requested to ensure, however, in their mutual interest, the realization and the completion of the project objectives.

ART. 7 – Roles and functions of the Lead Partner

The Lead Partner undertakes to carry out and to coordinate and manage the following activities necessary for the best implementation of the Project (*NOTE: the following list is not exhaustive*):

- the planning and organization of activities connected with the Project and the adapting of the cooperation Project to any possible new needs and aims due to the entry of new partners, at the meantime acting in compliance with the purposes and goals provided for in this Agreement;
- management and coordination of the Project implementation, and coordination of each Partner's tasks, in order to ensure the full implementation of the Project;
- the activities necessary for reporting the activities that have been carried out (financial coordination) and where necessary, the signing of documents connected with the Project implementation;
- preparation of the physical and financial monitoring reports and any other documents needed for the Project, as well as the verification and updating of the time schedule for the activities and the relevant flow-chart of costs;
- ordinary administrative and legal issues;
- communication activities and meetings between Parties, also encouraging communication with the Managing Authorities;
- if and when it is set up a legal framework for better implementation of the Project, to maintain relations with this structure administrators, to entrust with tasks and

- verify the costs incurred by such a legal structure for the project, in the exclusive interest of the participants in the project;
- develop contacts with new perspective partners in order to increase the project partnership.

While carrying out the above activities, the Lead Partner will be supported by the Steering Committee with supervising and control activities of the Project implementation.

[OPTIONAL: as contribution for the above activities, each Party will pay to the Lead Partner a yearly lump-sum consideration of €_____ .]

[OPTIONAL: The mandate granted to the Lead Partner can be revoked by a decision taken by the other Partners in the Steering Committee, except the reimbursement of any expenses incurred by the Lead Partner until the termination of its mandate for the Project].

[OPTIONAL: A Project administrative organisational office may be set up, with supporting functions, to be entrusted with the following tasks:_____

- a. maintaining the Project register;*
- b. checking consistency between any expense supporting documents with the financial management tools;*
- c. keeping and storage of Project documentation;*
- e. storage of invoices, notes and any other evidence of spending, of the collaboration contracts (eg. coordinated, occasional and professional) signed with various subjects;*
- e. preparation of settlement expenditure payment acts and related financial obligations of payment.*

The organisational office tasks will be carried out by the staff of the Partners or by external employees of the Lead Partner.]

ART. 8 – Roles and functions of the Partners

The modalities of the Project implementation are entrusted to the Partners as described in the Project fiche and, if specified in the meetings of the *Steering Committee*.

The Partners must also report the elaboration of all costs related to the activities entrusted to them in accordance with regulations and procedures established by the

respective Managing Authority, as well as the preparation in relation to their activities, of the monitoring and of the documentation required for the the Project implementation, including the final report and treat the Project information flows in relation to their Managing Authority.

The Partners shall also take part in all the phases of their competence foreseen for the Project realization, in compliance with the agreed timeframe. The Partners undertake also from now to provide the broadest collaboration for the Project realization.

Each Partner will be responsible for the following (the following list is not exhaustive):

- the observance of all obligations under this Agreement for the complete and correct completion of the Project, including the sharing of the expenses borne by the common juridical structure established for the fulfilment of the Project's actions;
- organisation of meetings and exchanges in their own territory;
- the development of contacts and relations with potential new partners in their own territory;
- involvement of local administrations and economic and social stakeholders in the respective territory;
- information dissemination about the Project's progress in their areas.

Art. 8-bis – bis Establishment of a common structure - EEIG

The Partners will establish within [____] a European Interest Economic Group – EEIG, pursuant to EC Regulation n.2137/1985, to act as common structure for the achievement of the Project's purposes and objectives.

The EEIG shall be established on the basis of the constitutive model contract attached to this Agreement and will be named: [_____].

The EEIG will be funded on an equal footing by all Partners, save for different agreement between Partners for single activities to be entrusted to the EEIG; it will be established under the laws of (____) and will have its registered office in (____).

The EEIG will be financed in equal shares by all partners, unless otherwise agreed between the partners in relation to the single project tasks delegated to it; It will be governed by the law of [____] _ and will be located in [_____].

The Lead Partner, on the basis of the Project timetable and of the decisions taken by the Steering Committee, will confer in writing assignments to the administrators of the EEIG which are functional for the realization of the project actions and to indicate the implementation modalities and to agree on their management costs to be shared between the Partners.

The EEIG will carry out the following tasks (*Note: the following list is not exhaustive*):

- a) to project and carry out the following activities:
 - (i) drafting of the marketing plan;
 - (ii) drafting of plans for the enlargement of the partnership;
 - (iii) promotion and marketing of goods and products;
 - (iv) organization of event and various fairs;
- b) to select, on behalf of the Partners, the services/goods providers necessary to the Project's activities;
- c) to manage directly payments to providers of goods, services and advices selected for the implementation of the mandate received, by invoicing the relevant pro-rata costs or on the basis of agreements taken by partners from time to time, thus providing the relevant financial documentation accompanied by a report on the activities carried out;
- d) to manage, on the basis of specific assignment by the Parties, the Project results which cannot be diverted from the purpose of the funding received for at least five years, in order to maintain a profitable use of such assets and implementation activities even beyond the conclusion of the Project.

The tasks and the above mentioned functions shall be realised under the supervision of the Lead Partner, to which the EEIG's bodies shall report on the activities developed and relevant financial flows costs at least biannual.

The administration of the EEIG will be assigned to n. ... administrators, out of which no. ... directly appointed by the Lead partner, which will also choose the President. The Partners will be able to regulate the appointment of other members of the Board of administrators through special agreements.

ART. 9 – Steering Committee

The *Steering Committee* supports the Lead Partner in detailing the Project activities and in its carrying out.

The Steering Committee meets, even in the teleconference or audio conference, whenever requested by at least three partner with fax signed and sent to the Lead Partner and at least once every three months (or: half-year). The meeting convocation, complete of the agenda and time of the meeting, shall be sent with at least a 7 (seven) days in advance. The Steering Committee is composed by one representative of each Partner. Each Partner may be represented by another Partner by means of a written and duly signed proxy, to be given to the Lead Partner at the meeting. Each Partner may not represent more than [...] Partner at each meeting.

The decision shall be taken with the following deliberative quorum:

- for the decisions on the modification to this Agreement, for the admissions of new Partners, exclusions and liability of the Partners, termination of the mandate to the Lead Partner and judicial or arbitration actions to be taken against one or more Partner: (i) it is required the presence of 2 /3 of the Partners for the validity of the meeting; (Ii) it is required the vote of 2/3 of the present partners to approve a decision.
- for the decisions on Project activities, expenses and financial plan: (i) it is required the presence of 50% plus one of the partners for the validity of the meeting; (ii) it is required the vote of 50% plus one vote of the present partners . To approve a decision.

The Lead Partner shall draft minutes of the meeting to be approved at the end of any meeting or, at least, within 5 days.

ART. 10 – Non-fulfillment and exclusions

In the event of a serious non-fulfillment of any obligation under Art. 5, 6, 7 and 8, which may jeopardize the Project realization, each Partner may be excluded from this Agreement and the Project activities by a decision of the Steering Committee.

[OPTIONAL: by way of example, delay of more than 60 days in paying the amounts due to the Lead Partner by any Partner for the implementation of joint activities is deemed as serious non-fulfillment under this Article 10.]

Save for the right to claim for the damages which may have been caused to other Partners due to the non-fulfillment, the exclusion means that the Partner, shall also pay its part of the expenses already borne or which will be borne for commitments already taken for the Project.

Where it is excluded the Lead Partner appointed by the present Agreement, the Partners shall replace it and inform the respective Managing Authorities.

ART. 11 – Adhesion of new partners

The adhesion of new partners to the Project is permitted by means of written request to the Lead Partner. The application must contain a declaration of acceptance and acknowledgement of the Project's activities that have already been developed, and of the relevant commitments under Article 8 above, with an express undertaking to ensure the continuity of the Project.

The Lead Partner will submit the adhesion request for the approval to the Steering Committee, which, in order to make it operational, will have to approve a special decision in accordance with Article 9 of this Agreement, and expressly providing for the related expenditure commitments according to the time to join the project. The adhesion will be decided on the basis of the following criteria: (i) organization of the LAG or applicant partner; (ii) added value of the adhesion; (iii) motivation and projected commitments; (iv).....

Following the new partner will provide the necessary documentation for the review of the project made by the LEADER LAG, which will update the following parts:

- personal detail sheets of partners;
- expected activities;
- financial plan.

Membership will become effective with the joint signature by the Lead partner and by the new member of a declaration of adhesion. Since that time the member will become partner in all respects of the Project and to this Agreement.

ART. 12 – Withdrawal by one or more Partners

The Parties may withdraw from taking part in the cooperation actions foreseen in the Project by giving reasons grounded notice of their decision and formalizing in writing to the Lead Partner. The unilateral withdrawal or the consensual termination accepted by the Steering Committee will have effect only for the future and will not affect the part of the Agreement already completed: the withdrawing Partner must reimburse any expense incurred in its interest and those relating to commitments already made at the time of the withdrawal, save for the possibility for any Partner to claim damages deriving from its withdrawal.

ART. 13 – Duration

This Act commits the Parties from the execution date of the same and cease any effect to the date of settlement of all obligations assumed and in any case no later than (...), without prejudice to any obligations relating to confidentiality and duties of collaboration, exchange of information and financial reports necessary for the Managing Authority. The results of the cooperation cannot in any case be diverted to purposes other than the funding received for at least five years. To this end, the Parties agree now that the Lead partner may, at the end of the validity period of the Agreement, register trade marks or patents, to grant license, concession to use, or other form commercially acceptable such results and products of the cooperation, in order to ensure a bearing maintenance of the goods activities and realizations. Any profits from activities resulting from such concessions of contracts, net of expenses, will be distributed among all partners equally. Before the conclusion of the Agreement validity period, the Steering Committee will decide the detailed arrangements of such reliance giving delegation to the Lead Partner to implement them.

ART. 14 – Applicable laws and competent courts

The parties agree that this agreement and disputes arising from it will be governed by Italian law.

The courts of _____ will exclusively have jurisdiction for any dispute which may arise between the parties in relation to this agreement.

ART. 15 – Applicable laws and competent courts

The parties agree that this agreement and disputes arising from it will be governed by Italian law.

The courts of _____ will exclusively have jurisdiction for any dispute which may arise between the parties in relation to this agreement.

[Or: ART. 15 – Applicable laws and competent courts]

The parties agree that this agreement and relations arising from it will be governed by Italian law.

The parties agree that in the event of any dispute that may arise over the effect, interpreta-

tion and carrying out of this agreement, and in any case relating to any connected issue, the dispute will be submitted to an arbitration panel made up of three members, two of whom will be appointed by each party in dispute and the third of whom will be appointed by the President of the Chamber of Commerce of _____.]

ART. 16 – Final provisions

This agreement, of which ____ copies have been drawn up, will only be subject to registration in case of use. The registration fees will be paid by the requesting party.

This document is made up of ____ single pages for stamp duty. It must be translated, only for unofficial use, in English language and _____ [*indicate any language chosen*] and signed in each page by the Parties after being duly read and confirmed.

The attachments are _____ [*indicate type of attachment and number of pages.*].

This agreement for transnational cooperation is signed by the representative of the Parties who have decided to adhere to the “_____” Project.

The Lead Partner’s Legal Representative **The Partners’ Legal Representative**

The parties expressly approve article 15 (applicable laws and competent courts) pursuant to and in accordance with article 1341, paragraph 2 of the Italian Civil Code.

The Lead’s Legal Representative **The Partners’ Legal Representative**

ANNEX C

**STATEMENT OF NO OVERLAPPING WITH OTHER
COOPERATION PROJECTS**

The undersigned _____ born in _____
on _____ domiciled in _____
address _____ as Lead Partner/partner LAG of the inter-territorial/transnational cooperation project “ _____ ”,

DECLARES

That the above mentioned project does not have any overlapping with other inter-territorial/transnational cooperation projects funded by other programmes.

Place and date, _____

Signature

ANNEX D

JUSTIFICATION OF COSTS VERIFICATION AND CONTROL

With reference to each single activities included in the financial plan reported in the section II of the “Project Fiche” please describe, analytically, the cost categories in order to demonstrate that the estimated costs for each activity are coherent with the reference market.

More specifically, it is advisable to specify:

- number of LAG staff involved, and the average daily cost;*
- number of external experts and indicative cost;*
- acquisition of goods and services, the related cost on the basis of adequate detection methods (i.e. quotes, price list);*
- missions, expected number and estimated travel costs (travel and accomodation);*
- general expenditures based on the costs really incurred for the project implementation, directly charged or with a pro-rata quota.*

ANNEX E

OF NO LAG PARTNER CURRICULUM

Reg. 1305/2013 ART.44 (2)

Personal Data

Name

Legal Form

Share Capital

Date of registration at the Chamber of Commerce

Registered Office

Operating Office

Contacts (phone number, fax, email, website)

Description of the public/private partnership

Describe briefly the composition of the partnership, by highlighting the degree of representativeness on the territory

(maximum 10 lines)

Skills and experiences in the implementation of local development strategies

a) Describe briefly the skills of the no LAG partner acquired in the implementation of a local development strategy (e.g. LEADER, other bottom-up strategies, etc.), by pointing out the probable cooperation experiences

(maximum 20 lines)

b) Indicate for each experience considered most significant for the implementing subject, the following information:

Subject:

Project's title:

Topic:

Source of financing:

Total cost:

of which public:

Role played:

Partners involved:

Skills acquired:

Experience of the no LAG partner in the topic covered by the project

Methodological planning and editing of the document
by **Retel.E.A.D.E.R** Working Group

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