**Annex A**

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*.

***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 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 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 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;*

1. *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 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*):

1. to project and carry out the following activities:
2. drafting of the marketing plan;
3. drafting of plans for the enlargement of the partnership;
4. promotion and marketing of goods and products;
5. organization of event and various fairs;
6. to select, on behalf of the Partners, the services/goods providers necessary to the Project’s activities;
7. 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;
8. 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 f the Lead Partner, to which the EEIG’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:*

1. 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.
2. 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 – 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, in 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 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*** |