

Rural Development Program 2014-2020

Regulation (CE) n. 1305/2013

19.3

“ECHOES” Cooperation Agreement Emendment N.1



Partners project:

Lead Partner

LAG LEADER AKTIIVINEN POHJOIS-SATAKUNTA (LAG code FI-031)

LAG Partners:

P.1 DELTA 2000 Soc. Cons. a r.l., Italy (LAG code IT-011)

P. 2 GAL SARCIDANO BARBAGIA DI SEULO (LAG code IT-213)

P.3 GAL L'ALTRA ROMAGNA (LAG code IT-019)

P.4 GAL VALLI MARECCHIA E CONCA (LAG code IT-020)

P. 5 LAG LEADER RAVAKKA (LAG code FI-035)

P. 6 LAG LEADER SJÖ, SKOG & FJÄLL (LAG code SE-046)

Interterritorial cooperation project LEADER

“ECHOES” Cooperation Agreement Amendment

In the year 2020 on the 11th of December between the following:

LAG LEADER AKTIIVINEN POHJOIS-SATAKUNTA, FI15747502 with office in Keskuskatu 51b 38700 Kankaanpää FINLAND, beneficiary, of Measure 16.10 of the - Regional Operative Program RDP of Satakunta, as legally represented by Juha Vanhapaasto, born in Honkajoki, on 14.12.1963 and domiciled for this role of the LAG Aktiivinen Pohjois-Satakunta ry, delegated to stipulate this contract by approval of LAG council meeting n. 4, April 24th, 2019

hereinafter indicated as **Lead partner**

- on one side-

and

LAG DELTA 2000 Soc. Cons a r.l. tax code/VAT number 01358060380 with office in Strada Mezzano 10, 44020 Ostellato (FE), Italy, beneficiary, of Measure 19 del RDP Emilia-Romagna Region, as legally represented Lorenzo Marchesini, born in Codigoro (FE-Italy) on 12/06/1962 and domiciled for this role of the LAG DELTA 2000 Soc. Cons a r.l., delegated to stipulate this contract by approval from DELTA 2000 Advisory board n. 9 of 21th December 2017;

LAG L'ALTRA ROMAGNA S. Cons. a r.l. tax code/VAT number 02223700408 with office in Via Roma, 24 - 47027 Sarsina (FC) Italy, beneficiary, of Measure 19 del RDP Emilia - Romagna Region, as legally represented Bruno Biserni, born in Civitella di Romagna (FC) on 14/01/1960 and domiciled for this role of the **LAG L'ALTRA ROMAGNA S. Cons. a r.l.**, delegated to stipulate this contract by resolution of the board of directors dated 25th January 2019;

LAG VALLI MARECCHIA E CONCA. tax code/VAT number 04267330407 with office in Via Mazzini 54, 48863 Novafeltria (RN), Italy, beneficiary, of Measure 19 del RDP Emila-Romagna Region, as legally represented Ilia Varo, born in Rimini (RN, Italy) on 01/01/1959 and domiciled for this role of the **LAG Valli e Marecchia e Conca** delegated to stipulate this contract by approval from Valli Marecchia e Conca Advisory board according to the document “Verbale n. 5 - 22/05/2019”

LAG SARCIDANO BARBAGIA DI SEULO, tax code/VAT number 93036370919 with office in Isili (SU), 09056 Italy, Corso Vittorio Emanuele 34, beneficiary, of Measure 19 of RDP Sardinia Region, as legally represented by Dr. Salvatorangelo Planta, born in Escolca on October 6, 1964 and domiciled for this role at the LAG SARCIDANO BARBAGIA DI SEULO, in Isili (SU), 09056 Italy, Corso Vittorio Emanuele 34, delegated to stipulate this contract by proxy n.12 in october 15, 2018.

LAG RAVAKKA , tax code/VAT number 1108653-2 with offices in Rauhankatu 4, FIN-23500 Uusikaupunki, beneficiary of the measure 16.10 of the Regional Operative Programmes RDP of Region Satakunta – LEADER RAVAKKA, in the person of the legal representative Ulla Kallio, born in Pyhäranta, on 26/01/1960 and domiciled for this role at the LAG RAVAKKA offices in Rauhankatu 4, FIN-23500 Uusikaupunki, with power of attorney for the stipulation of this contract, by preliminary approval of board of directors.

LAG LEADER SJÖ, SKOG & FJÄLL, tax code/VAT number. 802497-0777 with office in Ösavägen 14, 83694 Ås Sweden, beneficiary, of Measure ERDF , as legally represented Catarina Nordin Thorpe, born in Norrtälje, Sweden on 11/07/1976 and domiciled for this role of the LAG Sjö, Skog & Fjäll, delegated to stipulate this contract by approval from LAG *Sjö, Skog & Fjäll* 09/05/2019.

hereinafter indicated as **Partners or LAG** or collectively the **Parties**

GIVEN THAT

The rural development program provides, pursuant of Regulation (UE) n. 1305/2013, support for cooperation projects between territories within the same Member State (interterritorial) or between territories of several Member States or 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 relationships between the Partner participating in the cooperation project by signing a cooperation agreement and, where necessary, the establishment of a common structure with a recognized legal form;

The parties to this agreement intend to carry out a cooperation project called "ECHOES" (hereinafter the "**Project**");

The subjects (Lead Partner and Partners) subscribers intend by this act to regulate the legal, financial and organizational framework of the Project, as well as giving the Leadership special collective mandate without representation, designating him as the coordinating subject of the Project.

Given all that the parties stipulate as follows:

Article 1 – Foreword and annexes

The foreword and annexes form an integral and substantial part of this Agreement.

Article 2 – Object

Object of the Agreement is the definition among the subjects participating in the project of the reciprocal tasks and responsibilities in the realization and implementation of the Project, having the aims and objectives indicated below, and specified in detail in the project sheet to which this agreement is attached.

Article 3 – Purposes and Goals

The project's "ECHOES" objects are:

- a) Examine best practices at national and transnational level in using ecomuseum principles and other community heritage for sustainable local development and cultural approaches through study visits, seminars and networking events.
- b) Research best practice examples and practical strategies for collaboration between community groups and local businesses to maximise on the use of heritage resources for tourism opportunities and economic benefit to local area
- c) Investigate and implement new methods of linking information and interpretation to enhancing the customer to retail and hospitality businesses, encourage development of new businesses and opportunities where possible.
- d) Develop guidelines how individuals, small organisations, or villages can identify an "ecomuseum potential" for their region, heritage point, or whatever asset and how such smaller players can get major stakeholders interested in the concept.
- e) Raise awareness and understanding of ecomuseum /community museology/cultural approaches and develop tools and principles for a successful management of community heritage archives through building partnership with museums, archives, and academics, building on successful examples from elsewhere
- f) Explore opportunities for bringing creative arts to increase community participation and regeneration
- g) Engage with young people to explore art, traditions and heritage through a series of informal workshops from storytelling, oral history recording, traditional cookery to archaeological excavation training
- h) Develop a strong Ecomuseum network, based on lessons learnt, which will provide assistance to local groups to build on their own heritage experiences, knowledge transfer and skills development
- i) Use the 'Ecomuseum' concept to harmonise the celebration of heritage, environment, art and local products in future tourism product development
- j) Identify and design, in conjunction with main heritage and environment agencies, an overarching community heritage interpretation strategy for local implementation, which would focus on specific key themes - Industry, religion, trade, heritage roots of local people.

The collaboration measures described in Annexes.

The project will involve the LAGs partners territory.

Article 4 – Project's action

The Project actions must be carried out through a joint management and coordination action between the various Partner in the management and operational choices, with the function of supporting and assisting the Lead Partner in his decisions and supervising his work. To this end the Subjects participating in the Project will meet in an " Steering Committee", pursuant to the following Article 9.

Article 5 – Financial resources

The Parties undertake to co-finance cooperation actions and expenses of common interest, including those related to the signing of this deed, in compliance with the provisions of the financial plan, as indicated in the project sheet to which this Agreement.

Each party bears the expenses incurred independently and not provided for in the Project for the execution of the activities.

In case of non-recognition of individual items of expenditure and / or any reduction or revocation of the financing for the Project, and without prejudice to the cases in which such reductions or revocations are due to breaches or responsibilities of some of the Parties, the Parties themselves will distribute the aforementioned expenses among themselves in equal parts.

Article 6 – Obligations of the parties

The Parties undertake to comply with the procedures and timelines envisaged for the implementation and management of the Project, also in relation to the financial tasks and commitments due to each Party, as indicated in the project document.

Each Party will perform its own services in total fiscal, managerial and operational autonomy, with personal responsibility for the execution of the tasks assigned to each. Each Party will also be responsible for communications with its Management Authority.

In case of default by one of the Parties to the obligations assumed in this agreement, and without prejudice to the legal responsibilities of the person participating in the project in default of the others, all the other parties will do what is reasonably required to ensure, in any case, in mutual interest, the realization and completion of the project objectives.

Article 7 – Role and duties of the Lead Partner

The Lead Partner undertakes to perform directly and to coordinate and manage the following activities necessary to ensure the best implementation of the Project (*NOTE: purely indicative list*):

the planning and organization of activities related to the project as well as the adaptation of the cooperation project to any new needs and purposes related to the entry of new Partner, while ensuring compliance with the objectives and objectives set out in this Agreement;

the direction and coordination of the implementation of the project and the coordination of the tasks of each Partner, to ensure the correct implementation of the joint action;

the activities necessary for the reporting of the actions carried out (financial coordination), as well as, where necessary, the signing of the deeds aimed at carrying out the project;

preparation of the physical and financial monitoring reports and other documents necessary for carrying out the project, as well as the verification and possible updating of the time program of the activities and related expenses;

current administrative and legal aspects;

communication activities and meetings between the Partner, also encouraging communication activities with the various Management Authority;

if and when a legal structure is established for the best implementation of the Project, keep the relationships with the directors of this structure, entrust tasks and verify the costs incurred by this legal structure for the Project, in the exclusive interest of the project participants;

develop contacts with possible new subjects to expand the project partnership.

The Lead Partner, in carrying out his activities, will be assisted by the "*Steering Committee*", with advisory functions and control of the implementation of the Project.

The Lead Partner will appoint a project manager that will be paid by the Lead partner budget. The secretarial duties are carried out by internal staff or by external personnel paid by Lead partner budget.

Article 8 –Duties of Partner

The methods for carrying out the Project are entrusted to the Partner according to what is indicated in the Project form and possibly specified in the meetings of the *Steering Committee*.

The LAGs are also required to prepare the statement of all the costs related to the activities entrusted to them in compliance with current legislation and with the procedures established by the respective Management Authority, as well as with the preparation, in relation to their activities, of monitoring and documentation necessary to carry out the Project, including the final report and to take care of the information flows on the Projects towards Management Authority.

The same must also participate in all the phases of their competence envisaged for the realization of the Project, in compliance with the times indicated. The participating subjects also undertake, from now on, to provide the widest collaboration for the realization of the Project.

The Partner will have to:

respect of all the commitments made with this Agreement for the correct and complete implementation of the Project;

the organization of meetings and exchanges within their territories;

the development of contacts and relationships with possible new subjects within their territories;

the involvement of local administrations and economic and social forces in the territories of competence;

the dissemination of information related to the progress of the activities of the Project in their territories.

Each Partner will appoint a project manager that will be paid by each Partner by own budget. The secretarial duties are carried out by internal staff or by external personnel of each Partners paid by own budget.

Article. 9 - Steering Committee

The *Steering Committee* assists the Lead Partner in the necessary activity of specifying the project activity and its implementation.

The *Steering Committee* meets, also by teleconference or audio conference, each time at least three Partner request it with a signed e-mail and sent to the Lead Partner and in any case at least quarterly (or semi-annually). The meeting call, complete with agenda and time, is sent at least seven days before the day scheduled for the meeting.

The *Steering Committee* is made up of a representative for each Partner. The presence by proxy is allowed in favor of another party participating in the project provided that it is a written proxy, signed and delivered to the Lead Partner at the meeting for which it is issued. Each Partner can represent at most 4 Partners.

The resolutions are valid if taken with the following constitutive and deliberative quorums:

for resolutions relating to changes to this Agreement, to the admission of new Partner, exclusion, responsibility of the Partners, revocation of the mandate to the Lead Partner and judicial or arbitration action to be taken against one or more Partner: (i) presence is required 2/3 of the subjects participating in the project for the validity of the meeting; (ii) a vote of 2/3 of those present is required for the approval of the resolution.

for resolutions concerning Project actions, related expenses and financial plan: (i) the presence of 50% plus one of the subjects participating in the project is required for the validity of the meeting; (ii) a vote of 50% plus one of those present is required for the approval of the resolution.

The Lead Partner will draft minutes of the meetings to be distributed and approved at the end of the meeting or at the latest within five days.

Article 10 - Failure to fulfill and exclusion

In the event of serious non-fulfillment of its obligations under Articles 5, 6, 7 and 8, which could prejudice the carrying out of the Project, each Partner may be excluded from this Agreement and from the continuation of the Project activities with decision taken from the *Steering Committee*.

Without prejudice to compensation for any damage produced to the other parties participating in the project by defaulting behavior, the exclusion implies the obligation of payment, by the excluded Partner, of the fees for the expenses incurred and the obligations already assumed for the Project. If the leader appointed in the present Agreement is excluded, the other Partner must simultaneously arrange for its replacement and communicate it to the respective Management Authority.

Article 11 – Adhesion of new Partner

The adhesion of new Partner can be done by written request to the Lead Partner. The request for membership must contain a declaration of recognition and acceptance of all the activities of the project already developed and in place, and of the related commitments referred to in Article 8, with explicit commitment to guarantee continuity.

The Lead Partner will submit the application for approval to the approval of the *Steering Committee*, which, in order to make it operational, must approve it with a specific resolution in accordance with Article 9 of this Agreement, and expressly provide for the related commitments expenditure depending on the time of accession to the Project. Membership will be decided on the basis of the following criteria: (i) organization of the lag or applicant partnership; (ii) added value of the accession; (iii) expected motivation and commitments.

Then the new Partner will provide the necessary documentation for the revision of the project carried out by the LAG Lead Partner, which will update the following parts:

personal data sheets of the Partner;

planned activities;

financial plan

The membership will become effective with the joint signature by the Lead Partner and the member of a declaration of accession. From that moment the member will become a participant subject to all the effects of the Project and the present Agreement.

Article 12 – Renounce of one or more Partner

The contracting parties may renounce the partnership and the cooperation actions envisaged by the Project, justifying this decision and formalizing it in writing to the Lead Partner. The unilateral withdrawal or consensual termination accepted by the *Steering Committee* has no effect on the future and does not affect the already agreed part of the agreement; the subject who renounces will have to reimburse any expenses incurred in his / her interest and those relating to commitments already taken at the time of withdrawal, without prejudice to the greater damage deriving from the other subjects participating in the project from their renunciation.

Article 13 – Duration

The present act commits the Parties from the date of stipulation of the same and will cease all effects at the date of extinction of all obligations assumed and, in any case, not later than the deadline of the project written in the application form, included any extension, except for any obligations relating to confidentiality and duties of collaboration, exchange information and reporting required for Management Authority. The results of the cooperation can not however be diverted from the purposes of the loan received for at least five years. To this end, the Parties agree as of now that the Lead Partner may, at the end of the Agreement's validity period, register trademarks or patents, assign licenses, or other commercially acceptable forms to such results and products of cooperation, in order to guarantee a fruitful maintenance of assets and achievements.

Any profits from activities resulting from such assignments, net of expenses incurred, will be distributed among all the Parties participating in the project in equal parts. Before the end of the period of validity of the Agreement, the *Steering Committee* will decide the concrete modalities of this assignment by giving the Lead Partner the power to implement them.

The project agreement will valid as follows the EU regulation taking in consideration the possible force majeure, but minimum to the end of year 2022 and extended by steering committee decision if needed.

Article 14 – Changes and additions

This Agreement may be amended and/or supplemented only by decision taken by the "*Steering Committee*". Following this decision, the deliberated changes will be implemented and, if necessary, a new Cooperation Agreement replacing the present will be finalized, by written deed and signed by all the Parties.

Article 15 - Applicable law and competent court

The Parties agree that this agreement and the reports deriving therefrom are governed by Finnish law.

The competent court of LAG Aktiivinen Pohjois-Satakunta Ry area/Länsi Suomen Lääni

The Court of LAG Aktiivinen Pohjois-Satakunta ry area will have exclusive jurisdiction over any dispute arising between the contractors in connection with this agreement.

Article 16 – Final provisions

This Agreement, drawn up in n. 10 copies, will be subject to registration only in case of use. Registration fees are charged to the requesting party.

The Annexes are formed by

- A. Cooperation Agreement version 16.06.2019
- B. Budget Annex update 11.12.2020
- C. LAG Curriculum and project description Annex

This transnational cooperation agreement is signed by the representatives of the parties who have decided to participate in the “ECHOES” project as signature pages attached as follows.

Declaration Partnership Agreement EMENDMENT– written and approval 11.12.2020 by ON-LINE Steering Committee ECHOES PROJECT

The undersigned, representing the partners listed in the Partnership Agreement, hereby declare ourselves committed to undertake implementation of the cooperation project defined in this Agreement according to the terms above and also certify the veracity of the information contained therein.

LAG/ Partner: LAG LEADER AKTIIVINEN POHJOIS-SATAKUNTA (LAG code FI-031)

Name of representative: Juha Vanhapaasto

Position: LAG Director

Place (address, including country): Kuninkaanlähteenkatu 12 38700 Kankaanpää, FINLAND

Date approval Emendment 1 Partnership Agreement by Advisory board (Consiglio di Amministrazione): 17.12.2020

Signature:

Logo:



Pohjois-Satakunta



Euroopan maaseudun
kehittämisen maatalousrahasto:
Eurooppa investoi maaseutualueisiin

Declaration Partnership Agreement EMENDMENT– written and approval 11.12.2020 by ON-LINE Steering Committee ECHOES PROJECT

The undersigned, representing the partners listed in the Partnership Agreement, hereby declare ourselves committed to undertake implementation of the cooperation project defined in this Agreement according to the terms above and also certify the veracity of the information contained therein.

LAG/ Partner: LAG .1 DELTA 2000 Soc. Cons. a r.l, Italy (LAG code IT-011

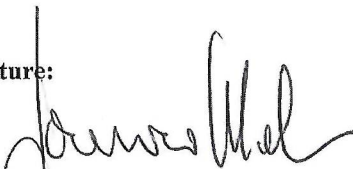
Name of representative: Lorenzo Marchesini

Position: LAG President

Place (address, including country): Via Mezzano, 10 – Ostellato (FE)- Italy

**Date approval Emendment 1 Partnership Agreement by Advisory board – LAG COUNCIL:
22.12.2020**

Signature:



**DELTA 2000 Soc. cons.ar.l.
IL PRESIDENTE
LORENZO MARCHESINI**

Logo:



Gruppo di Azione Locale

Declaration Partnership Agreement EMENDMENT– written and approval 11.12.2020 by ON-LINE Steering Committee ECHOES PROJECT

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LAG/ Partner: P. 2 GAL SARCIDANO BARBAGIA DI SEULO (LAG code IT-213)

Name of representative: SALVATORANGELO PLANTA


Position: LAG PRESIDENT

Place (address, including country): ISILI, CORSO VITTORIO EMANUELE 125 (SU) ITALY

Date approval Emendment 1 Partnership Agreement by Advisory board (Consiglio di Amministrazione): Resolution n. 10 December 21, 2020

Signature:

Il Presidente
Salvatorangelo Planta



Logo:



Declaration Partnership Agreement EMENDMENT- written and approval 11.12.2020 by ON-LINE Steering Committee ECHOES PROJECT

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LAG/ Partner: P.3 GAL L'ALTRA ROMAGNA SOC. CONS. A R.L (LAG code IT-019)

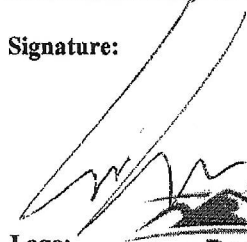

Name of representative: Biserni Bruno

Position: LAG President

Place (address, including country): Via Roma n. 24 – 4702 Sarsina (FC) Italia

Date approval Emendment 1 Partnership Agreement by Advisory board (Consiglio di Amministrazione): 22 dicembre 2020

Signature:


Logo: 



Programma di Sviluppo Rurale dell'Emilia-Romagna 2014-2020

 **Regione Emilia Romagna**

Declaration Partnership Agreement EMENDMENT– written and approval 11.12.2020 by ON-LINE Steering Committee ECHOES PROJECT

The undersigned, representing the partners listed in the Partnership Agreement, hereby declare ourselves committed to undertake implementation of the cooperation project defined in this Agreement according to the terms above and also certify the veracity of the information contained therein.

LAG/ Partner: P.4 GAL VALLI MARECCHIA E CONCA (LAG code IT-020)

Name of representative: Ilia Varo

Position: LAG President

Place (address, including country): Via G. Mazzini, 54 - 47863 Novafeltria (RN) - Italy

**Date approval Emendment 1 Partnership Agreement by Advisory board – LAG COUNCIL:
22/12/2020**

Signature:



A blue circular stamp with the text "Gal Valli Marecchia e Conca" around the perimeter and "CONCA MARECCHIA E VALLI MARECCHIA (RN)" in the center. A handwritten signature in black ink is written over the stamp.

Logo:



Declaration Partnership Agreement EMENDMENT– written and approval 11.12.2020 by ON-LINE Steering Committee ECHOES PROJECT

The undersigned, representing the partners listed in the Partnership Agreement, hereby declare ourselves committed to undertake implementation of the cooperation project defined in this Agreement according to the terms above and also certify the veracity of the information contained therein.

LAG/ Partner: P. 5 LAG LEADER RAVAKKA (LAG code FI-035)

Name of representative: Ulla Kallio

Position: LAG Manager

Place (address, including country): Koulukatu 7, FIN-23500 Uusikaupunki, FINLAND

Date approval Emendment 1 Partnership Agreement by Advisory board (Consiglio di Amministrazione): 17.12.2020

Signature:


Heidi Jaakkola
Chair of the Board


Ulla Kallio
LAG Manager

Logo:



Declaration Partnership Agreement EMENDMENT– written and approval 11.12.2020 by ON-LINE Steering Committee ECHOES PROJECT

The undersigned, representing the partners listed in the Partnership Agreement, hereby declare ourselves committed to undertake implementation of the cooperation project defined in this Agreement according to the terms above and also certify the veracity of the information contained therein.

LAG/ Partner: P. 6 LAG LEADER SJÖ, SKOG & FJÄLL (LAG code SE-046)

Name of representative: Catarina Nordin Thorpe

Position: LAG Manager

Place (address, including country): Leader Sjö, Skog & Fjäll, Ösavägen 14, 836 94 Ås, SWEDEN

Date approval Emendment 1 Partnership Agreement by Advisory board (Consiglio di Amministrazione): 2020-12-16

Signature:



Logo:

