

**Klasa:** 602-01/10-03/01

**Urbroj:** 5030114-11-1

**Zagreb,** 27. siječnja 2011.

## **PREDSJEDNIKU HRVATSKOGA SABORA**

**Predmet:** Prijedlog zakona o potvrđivanju Memoranduma o razumijevanju između Europske unije i Republike Hrvatske o sudjelovanju Republike Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.), s Konačnim prijedlogom zakona

Na temelju članka 84. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 – pročišćeni tekst, 113/2000, 124/2000 – pročišćeni tekst, 28/2001, 41/2001 – pročišćeni tekst, 55/2001 – ispravak, 76/2010 i 85/2010 – pročišćeni tekst) i članaka 129., 159. i 161. Poslovnika Hrvatskoga sabora (Narodne novine, br. 71/2000, 129/2000, 117/2001, 6/2002 – pročišćeni tekst, 41/2002, 91/2003, 58/2004, 69/2007, 39/2008 i 86/2008), Vlada Republike Hrvatske podnosi Prijedlog zakona o potvrđivanju Memoranduma o razumijevanju između Europske unije i Republike Hrvatske o sudjelovanju Republike Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.), s Konačnim prijedlogom zakona za hitni postupak.

Ovim zakonskim prijedlogom usklađuje se zakonodavstvo Republike Hrvatske sa zakonodavstvom Europske unije, a budući da se radi o potvrđivanju međunarodnog ugovora nije potrebna Izjava o njejoj usklađenosti s pravnom stečevinom Europske unije i pravnim aktima Vijeća Europe.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila dr. sc. Radovana Fuchsa, ministra znanosti, obrazovanja i športa, dr. sc. Ivanu Mrkonjić, državnu tajnicu u Ministarstvu znanosti, obrazovanja i športa i Ivanu Puljiz, ravnateljicu u Ministarstvu znanosti, obrazovanja i športa.

**PREDSJEDNICA**

Jadranka Kosor, dipl. iur.

**PRIJEDLOG ZAKONA O POTVRĐIVANJU MEMORANDUMA O  
RAZUMIJEVANJU IZMEĐU EUROPSKE UNIJE I REPUBLIKE HRVATSKE O  
SUDJELOVANJU REPUBLIKE HRVATSKE U PROGRAMU MLADI NA DJELU I  
AKCIJSKOM PROGRAMU U PODRUČJU CJELOŽIVOTNOG UČENJA  
(2007. - 2013.), S KONAČNIM PRIJEDLOGOM ZAKONA**

**PRIJEDLOG ZAKONA O POTVRĐIVANJU MEMORANDUMA O  
RAZUMIJEVANJU IZMEĐU EUROPSKE UNIJE I REPUBLIKE HRVATSKE O  
SUDJELOVANJU REPUBLIKE HRVATSKE U PROGRAMU MLADI NA DJELU  
I AKCIJSKOM PROGRAMU U PODRUČJU CJELOŽIVOTNOG UČENJA  
(2007. - 2013.)**

**I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA**

Ustavna osnova za donošenje Zakona o potvrđivanju Memoranduma o razumijevanju između Europske unije i Republike Hrvatske o sudjelovanju Republike Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.) - u daljnjem tekstu Memorandum o razumijevanju, sadržana je u članku 139. stavku 1. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 - pročišćeni tekst, 113/2000, 124/2000 - pročišćeni tekst, 28/2001, 41/2001 - pročišćeni tekst, 55/2001 - ispravak, 76/2010 i 85/2010 - pročišćeni tekst).

**II. OCJENA STANJA I CILJ KOJI SE ZAKONOM ŽELI POSTIĆI**

**Ocjena stanja**

Republika Hrvatska sudjeluje u programima Zajednice na temelju Okvirnog sporazuma između Republike Hrvatske i Europske zajednice o općim načelima sudjelovanja Republike Hrvatske u programima Zajednice, potpisanoga u Bruxellesu, 22. studenoga 2004. godine (Narodne novine – dodatak Međunarodni ugovori, broj 6/05).

Sukladno Zaključku Vlade Republike Hrvatske, od 28. veljače 2007. godine, kojim se utvrđuju programi Zajednice za koje će tijela državne uprave tijekom 2007. i 2008. godine pokrenuti postupak pristupanja, Ministarstvo znanosti, obrazovanja i športa je zaduženo za pristupanje pregovorima o sklapanju Memoranduma o razumijevanju.

**Cilj koji se želi postići donošenjem ovoga zakona**

Memorandumom o razumijevanju će se omogućiti sudjelovanje institucija iz Republike Hrvatske u punom opsegu aktivnosti predmetnih programa i u ravnopravnom statusu s institucijama iz zemalja članica Europske unije.

Punopravnim pristupanjem Republike Hrvatske programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.) u razdoblju od 2011. do 2013. godine, odnosno aktivnim sudjelovanjem institucija iz Republike Hrvatske u zajedničkim projektima mobilnosti u području obrazovanja i aktivnostima civilnog društva s partnerskim institucijama iz zemalja članica Europske unije, hrvatski obrazovni sustav postaje dio europskog prostora cjeloživotnog učenja.

### **III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI OVIM ZAKONOM**

Predloženim zakonom potvrđuje se Memorandum o razumijevanju, kako bi njegove odredbe u smislu članka 140. Ustava Republike Hrvatske, postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Memorandumom o razumijevanju uređuju se načela, kriteriji, rokovi i uvjeti za uključivanje Republike Hrvatske u program Mladi na djelu i akcijski program u području cjeloživotnog učenja za dodjelu financijskih potpora usmjerenih na međunarodnu mobilnost u obrazovanju i na međunarodnu mobilnost mladih, te plaćanje nacionalnog doprinosa.

### **IV. OCJENA SREDSTAVA POTREBNIH ZA PROVEDBU ZAKONA**

Nacionalni doprinosi za Program za cjeloživotno učenje i program Mladi na djelu planirani su u razdjelima Ministarstva znanosti, obrazovanja i športa (Program za cjeloživotno učenje) i Ministarstva obitelji, branitelja i međugeneracijske solidarnosti (Mladi na djelu).

Za provedbu Programa za cjeloživotno učenje u 2011. godini u Državnom proračunu u razdjelu 080 planirana su sredstva na aktivnosti A 818019 "Nacionalni doprinos za Program za cjeloživotno učenje", na računu 36 "Pomoći dane u inozemstvo i unutar opće države" u iznosu 41.812.484,00 kuna, na izvoru 12 -34.812.484,00 kuna i na izvoru 51 - 7.000.000,00 kuna. Projekcija za 2012. godinu iznosi 11.847.921,00 kuna, na izvoru 12 - 4.826.921,00 i na izvoru 51 - 7.021.000,00 kuna. Projekcija za 2013. godinu iznosi 11.610.963,00 kuna, na izvoru 12 - 4.730.383,00 kuna i na izvoru 51 - 6.880.580,00 kuna. Prema Memorandumu o razumijevanju nacionalni doprinos za Program za cjeloživotno učenje za 2011. godinu iznosi 6.000.000,00 EUR, za 2012. godinu 8.000.000 EUR, a za 2013. godinu 10.000.000,00 EUR. Iznos članarine za 2011. godinu, prema srednjem tečaju HNB-a na dan 20.1.2011. iznosi 44.340.000,00 kuna za što nisu dostatna sredstva osigurana u Državnom proračunu za 2011. godinu. Stoga će se potrebna dodatna sredstva za plaćanje nacionalnog doprinosa za Program za cjeloživotno učenje u iznosu od 2.527.516,00 kuna osigurati internom preraspodjelom u Ministarstvu znanosti, obrazovanja i športa. U izradi prijedloga proračuna za 2012. godinu i projekcije proračuna za 2013. osigurati će se nedostatna sredstva za plaćanje nacionalnog doprinosa.

Za provedbu programa Mladi na djelu za razdoblje 2011. - 2013. u Državnom proračunu u razdjelu 046 planirana su sredstva na aktivnosti A 753020 "Provedba Programa Zajednice - Mladi na djelu" na računu 3294 - Članarine. U 2011. godini planirana su sredstva u ukupnom iznosu 12.942.000,00 kuna i to na izvoru 12 - 9.562.700,00 kuna i na izvoru 51 - 3.379.300,00 kuna. Projekcija za 2012. godinu iznosi ukupno 14.380.000,00 kuna, na izvoru 12 - 11.144.500,00 kuna i na izvoru 51 - 3.235.500,00 kuna, a za 2013. godinu projekcija iznosi ukupno 15.818.000,00 kuna, na izvoru 12 - 12.438.700,00 kuna i na izvoru 51 - 3.379.300,00 kuna.

## **V. PRIJEDLOG ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU**

Temelj za donošenje ovoga zakona po hitnom postupku nalazi se u članku 159. Poslovnika Hrvatskoga sabora (Narodne novine, br. 71/2000, 129/2000, 117/2001, 6/2002 - pročišćeni tekst, 41/2002, 91/2003, 58/2004, 69/2007, 39/2008 i 86/2008) i to u drugim osobito opravdanim državnim razlozima. S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojima država i formalno izražava spremnost da bude vezana već potpisanim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka, u pravilu, ne može mijenjati ili dopunjavati tekst međunarodnog ugovora, predlaže se da se ovaj zakonski prijedlog raspravi i prihvati po hitnom postupku, objedinjavajući prvo i drugo čitanje.

Također, donošenje Zakona o potvrđivanju Memoranduma o razumijevanju između Europske unije i Republike Hrvatske o sudjelovanju Republike Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.) jedna je od mjera Programa gospodarskog oporavka.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU  
MEMORANDUMA O RAZUMIJEVANJU IZMEĐU EUROPSKE UNIJE  
I REPUBLIKE HRVATSKE O SUDJELOVANJU REPUBLIKE HRVATSKE  
U PROGRAMU MLADI NA DJELU I AKCIJSKOM PROGRAMU  
U PODRUČJU CJELOŽIVOTNOG UČENJA (2007. - 2013.)**

**Članak 1.**

Potvrđuje se Memorandum o razumijevanju između Europske unije i Republike Hrvatske o sudjelovanju Republike Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.), potpisan u Brugesu, Belgija, 7. prosinca 2010. godine, u izvorniku na engleskom jeziku.

**Članak 2.**

Tekst Memoranduma iz članka 1. ovoga Zakona u izvorniku na engleskom jeziku i prijevodu na hrvatski jezik glasi:

**MEMORANDUM O RAZUMIJEVANJU****između Europske unije i Republike Hrvatske****o sudjelovanju Republike Hrvatske u programu Mladi na djelu  
i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.)**

EUROPSKA KOMISIJA, u daljnjem tekstu: "Komisija", u ime Europske unije,

s jedne strane, i

REPUBLIKA HRVATSKA, u daljnjem tekstu: "Hrvatska"

s druge strane,

Budući da:

- (1) Okvirni sporazum od 22. studenoga 2004. između Europske zajednice i Republike Hrvatske<sup>1</sup> utvrđuje opća načela za sudjelovanje Hrvatske u programima Zajednice, pri čemu Komisija i nadležna tijela Hrvatske utvrđuju njihove specifične uvjete i odredbe, uključujući financijski doprinos u pogledu takvog sudjelovanja u svakom pojedinom programu.
- (2) su program Mladi na djelu, u razdoblju od 2007. do 2013. i akcijski program u području cjeloživotnog učenja, utvrđeni Odlukama br. 1719/2006/EZ-a<sup>2</sup>, odnosno br. 1720/2006/EZ-a<sup>3</sup> Europskog parlamenta i Vijeća od 15. studenoga 2006.,

SPORAZUMJELE SU SE KAKO SLIJEDI:

*Članak 1.*

Hrvatska sudjeluje u programima Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (u daljnjem tekstu: "programi") u skladu s uvjetima utvrđenima u Okvirnom sporazumu od 22. studenoga 2004. između Europske zajednice i Republike Hrvatske, o općim načelima za sudjelovanje Republike Hrvatske u programima Zajednice, te u skladu s uvjetima i odredbama navedenima u dodacima I., II. i III. ovoga Memoranduma o razumijevanju.

*Članak 2.*

Ovaj Memorandum o razumijevanju primjenjuje se u razdoblju trajanja programa. Međutim, ukoliko Europska unija odluči produljiti trajanje bez bitnih promjena unutar programa, ovaj Memorandum se odgovarajuće i automatski produžuje ako ga nijedna stranka ne otkaže unutar jednog mjeseca od odluke o produljenju.

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<sup>1</sup> SL L 192, 22.7.2005., str.16

<sup>2</sup> SL L 327, 24.11.2006., str. 30

<sup>3</sup> SL L 327, 24.11.2006., str. 45

Dodaci I., II. i III. predstavljaju sastavni dio ovoga Memoranduma o razumijevanju.

Ovaj Memorandum o razumijevanju može se izmijeniti ili dopuniti samo u pisanom obliku uz pristanak obiju stranaka.

Ovaj Memorandum o razumijevanju stupa na snagu na datum pisane obavijesti kojom Hrvatska izvješćuje Komisiju diplomatskim putem da su ispunjeni njezini unutarnji pravni uvjeti za njegovo stupanje na snagu. Do njegovog stupanja na snagu, Memorandum o razumijevanju će se privremeno primjenjivati, počevši od proračunske godine 2011.

U slučaju da Hrvatska obavijesti Komisiju o tome da neće potvrditi potpisani Memorandum o razumijevanju, privremena primjena prestaje od proračunske godine koja slijedi nakon ove obavijesti. Obavijest o prestanku privremene primjene ne utječe na obveze stranaka koje se odnose na projekte i aktivnosti financirane u okviru općeg proračuna Europske unije u proračunskoj godini u kojoj je Hrvatska obavijestila Komisiju o prestanku privremene primjene, niti na obveze Hrvatske da plati nacionalni doprinos za istu proračunsku godinu.

Sastavljeno u Brugesu u dva izvornika na  
engleskom jeziku

Sastavljeno u Brugesu u dva izvornika na  
engleskom jeziku

dana 7. prosinca 2010.

dana 7. prosinca 2010.

*Za Komisiju*

*Za Republiku Hrvatsku*

*u ime Europske unije,*

**Jan Truszczyński, v.r.**  
*generalni direktor za obrazovanje i kulturu*

**dr. sc. Radovan Fuchs, v.r.**  
*ministar znanosti, obrazovanja i športa*



**DODATAK I.****Uvjeti i odredbe za sudjelovanje Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.)**

1. Hrvatska sudjeluje u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja ("programi"), osim ako nije drugačije određeno ovim Memorandumom o razumijevanju, u skladu s ciljevima, kriterijima, postupcima i rokovima definiranim u Odlukama br. 1719/2006/EZ-a i br. 1720/2006/EZ-a od 15. studenoga 2006. Europskoga parlamenta i Vijeća, kojima se utvrđuju ovi akcijski programi Europske unije.
2. U skladu s odredbama članka 8. Odluke o programu Mladi na djelu i članka 6. Odluke o akcijskom programu u području cjeloživotnog učenja, te odlukama Komisije koje se odnose na odgovarajuće odgovornosti država članica, Komisije i nacionalnih agencija u provedbi Programa za cjeloživotno učenje (2007. - 2013.) i programa Mladi na djelu (2007. - 2013.), Hrvatska mora osnovati ili odrediti, te nadzirati odgovarajuću strukturu za koordinirano upravljanje provedbom programskih aktivnosti na nacionalnoj razini (nacionalna agencija), preuzeti odgovornost da nacionalna agencija pravilno upravlja sredstvima koji su joj preneseni u svrhu podrške projekata, i poduzeti mjere potrebne za osiguranje odgovarajućeg financiranja i odgovarajuće revizije i financijskog nadzora ove nacionalne agencije, koja od Komisije prima financijski doprinos za pokrivanje troškova upravljanja i provedbe. Hrvatska mora poduzeti i sve druge korake potrebne za učinkovitu provedbu programa na nacionalnoj razini.
3. Za sudjelovanje u programima, Hrvatska svake godine plaća financijski doprinos u opći proračun Europske unije, u skladu s modalitetima opisanima u Dodatku II.  
  
U slučaju potrebe, kako bi se uzeo u obzir razvoj programa ili povećanje apsorpcijskih kapaciteta Hrvatske, ovaj se financijski doprinos može prilagoditi u pisanom obliku, uz pristanak stranaka, da se izbjegne proračunska neravnoteža u provedbi programa.
4. Uvjeti i odredbe za predaju, ocjenu i odabir zahtjeva institucija, organizacija i pojedinaca iz Hrvatske koji ispunjavaju uvjete za sudjelovanje, isti su kao i oni koji se primjenjuju na institucije, organizacije i pojedince u Europskoj uniji koji ispunjavaju uvjete.
5. U svrhu osiguranja dimenzije Europske unije u programima, uvjet za mogućnost dobivanja financijske pomoći Europske unije je uključivanje barem jednog partnera iz jedne od država članica Europske unije u projekte i aktivnosti.
6. Postotak financijskog doprinosa Hrvatske, naveden u točki 3. gore, koji se dodjeljuje za aktivnosti kojima upravlja nacionalna agencija u skladu s pravilima programa, odražava udio tih aktivnosti u proračunu programa na razini Europske unije. Financijski doprinos nacionalnoj agenciji za troškove upravljanja i provedbe, obračunava se u skladu s kriterijima koji se primjenjuju na države članice Europske unije.

7. Države članice Europske unije i Hrvatska, u okviru postojećih odredbi, nastojat će maksimalno olakšati slobodno kretanje i boravak studenata, nastavnika, polaznika i voditelja obuke, administrativnog osoblja sveučilišta, mladih ljudi i drugih sudionika koji se kreću između Hrvatske i država članica Europske unije, u svrhu sudjelovanja u aktivnostima obuhvaćenima ovim Memorandumom o razumijevanju.

Sudionici Programa koji privremeno borave u Republici Hrvatskoj u okviru programa Mladi na djelu ili Programa za cjeloživotno učenje bit će izuzeti obveze plaćanja doprinosa kojim strani državljani reguliraju obvezno zdravstveno osiguranje u Hrvatskoj. Za odobrenje njihovog privremenog boravka na teritoriju Republike Hrvatske pravo na zdravstveno osiguranje ostvaruju temeljem polica sklopljenih između Europske komisije i osiguravajućeg društva za određene programske akcije.

8. Bez utjecaja na obveze Komisije i Revizijskog suda Europske unije, vezano za nadzor i ocjenu programa, sudjelovanje Hrvatske u programima kontinuirano se nadzire putem partnerstva koje uključuje Komisiju i Hrvatsku. Hrvatska Komisiji podnosi odgovarajuća izvješća i sudjeluje u drugim specifičnim aktivnostima koje Europska unija pruža u tom kontekstu.

Odluke Komisije koje se odnose na odgovornosti država članica, Komisije, odnosno nacionalne agencije u pogledu provedbe Programa za cjeloživotno učenje (2007. – 2013.) i programa Mladi na djelu (2007. – 2013.), primjenjuje se na odnose između Hrvatske, Komisije i hrvatske nacionalne agencije.

Dodatna pravila koja se odnose na financijsku kontrolu, povrat sredstava i druge mjere protiv prijevara, utvrđene su u Dodatku III.

U slučaju nepravilnosti, nemara ili prijevara za koje se smatra odgovornom hrvatska nacionalna agencija, i kada to predstavlja osnovu za potraživanja Komisije prema nacionalnoj agenciji koja nisu u potpunosti vraćena, hrvatske vlasti odgovorne su za povrat nevraćenih sredstava.

9. Jezik koji se koristi u svim kontaktima s Komisijom, u pogledu postupka prijave, ugovaranja, potrebnih izvješća i svih drugih upravnih postupaka za programe, je bilo koji od službenih jezika Europske unije.
10. Europska unija i Hrvatska mogu okončati aktivnosti iz ovog Memoranduma o razumijevanju u bilo koje vrijeme dvanaest mjeseci nakon dostave pisane obavijesti o tome. Projekti i aktivnosti koji su u tijeku u vrijeme okončanja, nastavljaju se do njihova dovršenja temeljem odredbi ovoga Memoranduma o razumijevanju, ugovornih postupaka koji se primjenjuju na ove projekte i aktivnosti, te odredbi Dodatka III.

**DODATAK II.**  
**Financijski doprinos Hrvatske za program Mladi na djelu**  
**i akcijski program u području cjeloživotnog učenja**

**1. Mladi na djelu**

Financijski doprinos koji Hrvatska mora uplatiti u proračun Europske unije za sudjelovanje u programu Mladi na djelu, naveden je u nastavku (u milijunima €):

Godina 2011.	Godina 2012.	Godina 2013.
1.8	2	2.2

**2. Cjeloživotno učenje**

Financijski doprinos koji Hrvatska mora uplatiti u proračun Europske unije za sudjelovanje u akcijskom programu u području cjeloživotnog učenja, naveden je u nastavku (u milijunima €):

Godina 2011.	Godina 2012.	Godina 2013.
6	8	10

**3.** Hrvatska navedeni financijski doprinos plaća dijelom iz hrvatskog državnog proračuna, a dijelom iz hrvatskih pretpripravnih fondova, temeljem godišnjih postupaka za utvrđivanje programa u okviru Uredbe Vijeća (EZ-a) 1085/2006 od 17. srpnja 2006<sup>4</sup>. Zatražena pretpripravna sredstva prebacuju se Hrvatskoj svake godine, u skladu s Financijskim memorandumom. Zajedno s dijelom koji se plaća iz hrvatskog državnog proračuna, ova sredstva predstavljaju hrvatski nacionalni doprinos, iz kojeg Hrvatska vrši plaćanja na temelju godišnjih zahtjeva za sredstva Europske komisije.

**4.** Okvirni raspored pretpripravnih sredstava naveden je u nastavku:

– za financijski doprinos programu Mladi na djelu, sljedeći godišnji iznosi (u milijunima €):

Godina 2011. (sredstva 2010.)	Godina 2012. (sredstva 2011.)	Godina 2013. (sredstva 2012.)
0,47	0,45	0,47

<sup>4</sup> SL L 210, 31.7.2006., str. 82

- za financijski doprinos Programu za cjeloživotno učenje, sljedeći godišnji iznosi (u milijunima €):

Godina 2011. (sredstva 2010.)	Godina 2012. (sredstva 2011.)	Godina 2013. (sredstva 2012.)
1	1,25	1,3

Preostali iznos financijskog doprinosa Hrvatske plaća se iz Državnog proračuna Republike Hrvatske.

Ukoliko ovi naznačeni iznosi nisu potvrđeni u pretpristupnom godišnjem postupku utvrđivanja programa, Državni proračun Republike Hrvatske pokriva razliku između ukupnog financijskog doprinosa navedenog u točkama 1. i 2. gore, i pretpristupnih sredstava na raspolaganju.

5. Primjenjuje se financijska uredba na snazi za opći proračun Europske unije, posebno u pogledu upravljanja financijskim doprinosom Hrvatske.

Putne troškove i dnevnice hrvatskih predstavnika i stručnjaka, zbog sudjelovanja u svojstvu promatrača u radu odbora navedenih u članku 9. Odluke Europskog parlamenta i Vijeća kojom se utvrđuje program Mladi na djelu i članku 10. Odluke Europskog parlamenta i Vijeća kojom se utvrđuje akcijski program u području cjeloživotnog učenja, ili zbog sudjelovanja na drugim sastancima koji se odnose na provedbu programa, refundira Komisija na jednakoj osnovi, i u skladu s postupcima koji su trenutno na snazi za predstavnike i stručnjake država članica Europske unije.

6. Nakon stupanja na snagu ovoga Memoranduma o razumijevanju te na početku svake sljedeće godine, Komisija Hrvatskoj šalje zahtjev za uplatu sredstava u iznosu hrvatskoga financijskog doprinosa, za svaki od programa navedenih u ovom Memorandumu o razumijevanju.

Ovaj financijski doprinos navodi se u eurima i uplaćuje na eurski bankovni račun Komisije.

Hrvatska svoj financijski doprinos uplaćuje do 1. travnja, pod uvjetom da Komisija zahtjev za uplatu sredstava pošalje prije 1. ožujka, ili najkasnije mjesec dana nakon slanja zahtjeva za uplatu sredstava, ako je zahtjev poslan kasnije.

Na svako kašnjenje uplate financijskog doprinosa obračunavaju se zatezne kamate od datuma dospijea, koje Hrvatska mora platiti uz neplaćeni iznos. Obračunava se kamatna stopa koju primjenjuje Europska središnja banka na svoje osnovne transakcije refinanciranja, kako je objavljeno u seriji C Službenog lista Europske unije, na snazi prvog kalendarskog dana u mjesecu u kojem je datum dospijea, uvećano za 3,5 postotna boda.

**DODATAK III.****Financijska kontrola, povrat sredstava i druge mjere protiv prijevare****I. Kontrole i mjere protiv prijevare koje provodi Europska unija**

1. U skladu s financijskom uredbom koja se primjenjuje na opći proračun Europske unije, i drugim pravilima koja se navode u ovom Memorandumu, ugovori sklopljeni s korisnicima programa utvrđenima u Hrvatskoj, mogu biti osnova za financijske i druge revizije, koje u bilo koje vrijeme u prostorijama korisnika i njihovih podugovaratelja provode službenici Komisije ili druge osobe koje Komisija ovlasti.

Račune i poslovanje nacionalne agencije mogu provjeravati službenici Komisije ili druge osobe koje Komisija ovlasti. Cilj ovih provjera također može biti provjera kapaciteta okvira kojeg je utvrdila Hrvatska za primjenu pravila programa navedenih u ovom Memorandumu, kao i ispunjavanje uvjeta zdravog financijskog upravljanja, u skladu s kriterijima navedenima u odgovarajućim člancima financijske uredbe i njenim provedbenim pravilima.

2. Službenici Komisije i druge osobe koje Komisija ovlasti, moraju imati odgovarajući pristup prostorijama, radu i dokumentaciji, te svim podacima potrebnima za provedbu takvih revizija, uključujući i u elektroničkom obliku. Pravo pristupa izričito se navodi u ugovorima sklopljenima za provedbu instrumenata navedenih u ovom Memorandumu. Europski revizijski sud ima ista prava kao i Komisija.
3. U sklopu ovoga Memoranduma, Komisija/OLAF (Ured za suzbijanje prijevara) ovlašten je provoditi provjere na licu mjesta i inspekcijske nadzore na teritoriju Hrvatske, u skladu s postupovnim odredbama Uredbe Vijeća (Euratom, EZ-a) br. 2185/96 od 11. studenoga 1996<sup>5</sup>.

Ove provjere i inspekcijski nadzori pripremaju se i provode u bliskoj suradnji s nadležnim tijelima koje odredi Hrvatska, koju se na vrijeme obavještava o predmetu, svrsi i zakonskoj osnovi za provjere i inspekcijske nadzore, kako bi u tom smislu mogla pružiti svu potrebnu pomoć.

Ako to žele nadležna hrvatska tijela, provjere na licu mjesta i inspekcijski nadzori mogu se provesti zajedno s njima.

Ako se sudionici programa protive provjeri na licu mjesta ili inspekcijskom nadzoru, hrvatske vlasti, u skladu s nacionalnim propisima, moraju Komisiji/OLAF-u pružiti odgovarajuću pomoć, koja je potrebna za izvršenje njihove službene obveze, kroz provedbu provjere na licu mjesta ili inspekcijskog nadzora.

Komisija/OLAF izvještava hrvatske vlasti što je prije moguće o bilo kakvoj činjenici ili sumnji vezano za nepravilnost o kojoj imaju saznanja tijekom provjere na licu mjesta ili inspekcije. U svakom slučaju, Komisija/OLAF obvezna je obavijestiti gore navedeno tijelo o rezultatima takvih provjera i inspekcijskih nadzora.

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<sup>5</sup> SL L 292, 15.11.1996., str. 2

## II. Kontrole i mjere protiv prijevare koje provodi država korisnica

1. Tijelo nadležno za financijsku kontrolu u Hrvatskoj provodi odgovarajuću financijsku kontrolu u pogledu provedbe programa. O svim postojećim ili potencijalnim slučajevima prijevare i nepravilnosti, kao i o svim mjerama koje se na njih odnose, a koje provode hrvatska nacionalna agencija i nacionalna tijela, mora se bez odlaganja izvijestiti Komisiju. Hrvatska je dužna osigurati istragu i zadovoljavajuće postupanje s potencijalnim i postojećim slučajevima prijevare i nepravilnosti, nakon što nacionalna tijela ili Europska unija provedu kontrolu.

Nepravilnost označava svako nepoštivanje odredbi prava Europske unije<sup>6</sup>, ovog Memoranduma o razumijevanju ili sporazuma i ugovora koji iz njega proizlaze, a koje je posljedica djela ili propusta gospodarskog subjekta, koji ima ili je mogao imati za posljedicu štetu po opći proračun Europske unije ili drugi proračun kojim se kroz njega upravlja, zbog neopravdane stavke troška.

Prijevare označava bilo koji namjeran čin ili propust, koji se odnosi na:

- (i) korištenje ili prikazivanje lažnih, netočnih ili nepotpunih izjava ili dokumenata, čija je posljedica krivo izdvajanje ili nepropisno zadržavanje sredstava iz općeg proračuna Europske unije, ili proračuna kojima upravlja Europska unija, odnosno kojima se upravlja u njeno ime,
  - (ii) neobjavljivanje podataka čime se krši određena obveza, s istim učinkom,
  - (iii) nepravilna primjena takvih sredstava za svrhe koje nisu izvorno navedene prilikom dodjele sredstava.
2. Hrvatske vlasti moraju poduzeti sve odgovarajuće mjere za sprječavanje i suzbijanje bilo kakve aktivne ili pasivne korupcijske prakse u svim stadijima postupka javne nabave ili postupka dodjele financijskih potpora, odnosno tijekom provedbe odgovarajućih ugovora.

Aktivna korupcija definirana je kao namjeran čin bilo kakvih obećanja, odnosno čin koji daje, izravno ili putem posrednika, prednost bilo koje vrste službeniku za vlastitu korist ili za korist treće strane, kako bi djelovao ili nedjelovao u skladu sa svojim službenim dužnostima, ili protupravno djelovao tijekom izvršavanja svojih službenih dužnosti, na način koji šteti ili bi vjerojatno naštetio financijskim interesima Europske unije.

Pasivna korupcija definirana je kao namjeran čin službenika koji, izravno ili putem posrednika, zatraži ili primi korist bilo koje vrste, za sebe ili za treću stranu, odnosno prihvati obećanje o takvoj koristi, kako bi djelovao ili nedjelovao u skladu sa svojim službenim dužnostima, ili protupravno djelovao tijekom izvršavanja svojih službenih dužnosti, na način koji šteti ili bi vjerojatno naštetio financijskim interesima Europske unije.

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<sup>6</sup> Definirano kao cjelovitost pravila Europske unije, primjenjivih na strane u Memorandumu o razumijevanju.

3. Hrvatske vlasti ili osoblje nadležno za provedbene dužnosti programa, obvezuju se poduzeti sve mjere opreza koje su potrebne za izbjegavanje bilo kakvog rizika sukoba interesa, te su dužni obavijestiti Komisiju bez odlaganja o bilo kakvom takvom sukobu interesa ili bilo kakvoj situaciji koja bi mogla uzrokovati sukob interesa.

### **III. Upravne mjere i novčane kazne**

Bez utjecaja na primjenu hrvatskoga kaznenog prava, Komisija može nametnuti upravne mjere i novčane kazne, u skladu s financijskom uredbom koja se primjenjuje na opći proračun Europske unije.

### **IV. Povrat sredstava**

U slučaju aktivnosti kojima se upravlja na neizravnoj centraliziranoj osnovi, hrvatska nacionalna agencija ima obvezu izdati zahtjev za povrat sredstava i provesti bilo koji potreban pravni postupak, u pogledu korisnika, temeljem konzultacija s Komisijom. U slučaju nepravilnosti, nemara ili prijevare za koje se smatra odgovornom hrvatska nacionalna agencija, hrvatske vlasti odgovorne su za povrat nevraćenih sredstava.

U slučaju aktivnosti kojima upravlja Komisija na izravnoj centraliziranoj osnovi, odluke Komisije u sklopu ovog Memoranduma, koje nameću novčanu obvezu osobama, osim državama, izvršne su u Hrvatskoj. Izvršenje se provodi u skladu s pravilima građanskog postupka na snazi u Hrvatskoj. Naredba o izvršenju prilaže se odluci, bez drugih formalnosti osim provjere vjerodostojnosti odluke, koju provodi nacionalno tijelo koje hrvatska Vlada ovlasti u tu svrhu, o čemu izvještava Komisiju. Nakon dovršenja formalnosti na zahtjev Komisije, navedeno tijelo može nastaviti s izvršenjem u skladu s nacionalnim propisima, dostavom predmeta izravno nadležnoj instituciji. Zakonitost odluke Komisije podliježe kontroli Suda Europske unije.

Presude koje donese Sud Europske unije u skladu s arbitražnom klauzulom u ugovoru obuhvaćenim ovim Memorandumom, izvršne su pod istim uvjetima.

**MEMORANDUM OF UNDERSTANDING****between the European Union and the Republic of Croatia****on the participation of the Republic of Croatia in the Youth in Action programme and in the action programme in the field of lifelong learning (2007-2013)**

THE EUROPEAN COMMISSION, hereinafter referred to as “the Commission”, on behalf of the European Union,

of the one part, and

THE REPUBLIC OF CROATIA, hereinafter referred to as “Croatia”,

of the other part,

Whereas:

- (1) Framework Agreement of 22 November 2004 between the European Community and Croatia<sup>7</sup> establishes the general principles for the participation of Croatia in Community programmes, leaving the Commission and the competent authorities of Croatia to determine the specific terms and conditions, including financial contribution, with regard to such participation in each particular programme.
- (2) The Youth in Action programme for the period 2007 to 2013 and the action programme in the field of lifelong learning were established by Decisions No 1719/2006/EC<sup>8</sup> and No 1720/2006/EC<sup>9</sup> of the European Parliament and of the Council of 15 November 2006 respectively,

HAVE AGREED AS FOLLOWS:

*Article 1*

Croatia shall participate in the Youth in Action programme and in the action programme in the field of lifelong learning (hereinafter called « the programmes »), in accordance with the conditions laid down in Framework Agreement of 22 November 2004 between the European Community and the Republic of Croatia on the general principles for the participation of the Republic of Croatia in Community programmes, and under the terms and conditions set out in the Annexes I, II and III of this Memorandum of Understanding.

*Article 2*

This Memorandum of Understanding shall apply for the duration of the programmes. Nevertheless, should the European Union decide to extend the duration without any substantial change within the programmes, this Memorandum would also be extended correspondingly and automatically if no party denounces it within one month following the extension decision.

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<sup>7</sup> OJ L 192, 22.7.2005, p.16.

<sup>8</sup> OJ L 327, 24.11.2006, p.30.

<sup>9</sup> OJ L 327, 24.11.2006, p.45.



Annexes I, II and III form an integral part of this Memorandum of Understanding.

This Memorandum of Understanding may only be amended in writing by common consent of the parties.

This Memorandum of Understanding shall enter into force on the date of the written notification by which Croatia notifies the Commission through diplomatic channels that its internal legal requirements for its entry into force have been fulfilled. Pending its entry into force, the Memorandum of Understanding shall apply provisionally, starting from the budget year 2011.

In the event of Croatia notifying the Commission that it will not ratify the signed Memorandum of Understanding, provisional application shall end from the budget year following this notification. Notification terminating provisional application shall not affect the Parties' obligations concerning the projects and activities financed under the general budget of the European Union of the year of notification, nor payment by Croatia of its contribution for the year of notification.

Done at Bruges in two originals, both in  
English language

on 7 December 2010

*For the Commission,  
on behalf of the European Union,*

**Jan Truszczyński**  
*Director General for Education and Culture*

Done at Bruges in two originals, both in  
English language

on 7 December 2010

*For the Republic of Croatia,*

**Radovan Fuchs, Ph.D.**  
*Minister of Science, Education and Sports*

**ANNEX I**  
**Terms and conditions for the participation of Croatia**  
**in the Youth in Action programme and in the action programme in the field of lifelong**  
**learning (2007-2013)**

1. Croatia will participate in the Youth in Action programme and in the action programme in the field of lifelong learning (“the programmes”) in conformity, unless otherwise provided in this Memorandum of Understanding, with the objectives, criteria, procedures and deadlines as defined in Decisions No 1719/2006/EC and No 1720/2006/EC of 15 November 2006 of the European Parliament and of the Council establishing these European Union action programmes.
2. In conformity with the terms of Article 8 of the Decision on the Youth in Action programme and Article 6 of the Decision on the action programme in the field of lifelong learning, and with the Commission decisions relating to the respective responsibilities of the Member States, the Commission and the National Agencies in implementation of the Lifelong Learning Programme (2007-2013) and of the Youth in action Programme (2007-2013), Croatia shall establish or designate and monitor an appropriate structure for the coordinated management of the implementation of the programme actions at national level (national agency), take responsibility for the proper management by the national agency of credits transferred to it to support projects, and take the measures needed to ensure the adequate funding and appropriate audit and financial overseeing of this national agency, which will receive from the Commission a contribution to its management and implementation costs. Croatia shall take all other necessary steps for the efficient running of the programmes at national level.
3. To participate in the programmes, Croatia will pay each year a contribution to the general budget of the European Union according to the modalities described in Annex II.  

If necessary in order to take into account programme developments, or the evolution of Croatia's absorption capacity, this contribution may be adapted in writing by common consent of the parties, so as to avoid budgetary imbalance in the implementation of the programmes.
4. The terms and conditions for the submission, assessment and selection of applications related to eligible institutions, organisations and individuals of Croatia will be the same as those applicable to eligible institutions, organisations and individuals of the European Union.
5. With a view to ensuring the European Union dimension of the programmes, to be eligible for European Union financial support, projects and activities will have to include at least a partner from one of the Member States of the European Union.
6. The percentage of the financial contribution of Croatia referred to in point 3 above which will be allocated for the actions to be managed by the National Agency in accordance with the programme rules shall reflect the share of these actions in the programme budget at European Union level. The contribution to the management and implementation costs of the National Agency will be calculated according to the criteria applied for the Member States of the European Union.

7. The Member States of the European Union and Croatia will make every effort, within the framework of existing provisions, to facilitate the free movement and residence of students, teachers, trainees, trainers, university administrators, young people and other eligible persons moving between Croatia and the Member States of the European Union for the purpose of participating in activities covered by this Memorandum of Understanding.

Programme participants that stay temporarily in the Republic of Croatia in the framework of the Youth in Action or the Lifelong Learning Programmes shall be exempted from the fee to be paid by foreigners for compulsory health insurance in Croatia. The health insurance policies subscribed by the Commission with an insurance company for some programme actions shall be recognised by Croatian authorities for the purpose of regulating temporarily residence for the participants in these actions in Croatia.

8. Without prejudice to the responsibilities of the Commission and the Court of Auditors of the European Union in relation to the monitoring and evaluation of the programmes, the participation of Croatia in the programmes shall be continuously monitored on a partnership basis involving the Commission and Croatia. Croatia shall submit to the Commission relevant reports and take part in other specific activities provided for by the European Union in that context.

The Commission decisions relating to the respective responsibilities of the Member States, the Commission and the National Agencies in implementation of the Lifelong Learning Programme (2007-2013) and of the Youth in action Programme (2007-2013) shall apply to the relations between Croatia, the Commission and the Croatian National Agency.

Complementary rules concerning financial control, recovery and other antifraud measures are laid down in Annex III.

In the event of irregularity, negligence or fraud imputable to the Croatian National Agency, and where this gives rise to claims by the Commission on the national agency which are not completely recovered, the Croatian authorities shall be responsible for the funds not recovered.

9. The language to be used in all contacts with the Commission, as regards the application process, contracts, reports to be submitted and other administrative arrangements for the programmes, will be any of the official languages of the European Union.
10. The European Union and Croatia may terminate activities under this Memorandum of Understanding at any time upon twelve months' notice in writing. Projects and activities in progress at the time of termination shall continue until their completion under the conditions laid down in this Memorandum of Understanding, as well as the contractual arrangements applying to these projects and activities and the provisions of Annex III.

**ANNEX II****Financial contribution of Croatia to the Youth in Action programme and to the action programme in the field of lifelong learning****1. Youth in action**

The financial contribution to be paid by Croatia to the budget of the European Union to participate in the Youth in action programme will be the following (in million €):

Year 2011	Year 2012	Year 2013
1.8	2	2.2

**2. Lifelong Learning**

The financial contribution to be paid by Croatia to the budget of the European Union to participate in the action programme in the field of lifelong learning will be the following (in million €):

Year 2011	Year 2012	Year 2013
6	8	10

**3.** Croatia will pay the contribution mentioned above partly from Croatia's State budget, and partly from Croatia's pre-accession funds, subject to annual programming procedures within the framework of Council Regulation (EC)1085/2006 of 17 July 2006<sup>10</sup>. The requested pre-accession funds will be transferred to Croatia each year according to a Financing Memorandum. With the part coming from Croatia's State budget, these funds will constitute Croatia's national contribution, out of which it will make payments in response to annual calls for funds from the Commission.

**4.** The provisional schedule concerning the pre-accession funds is the following:

- for the contribution to the Youth in action programme, the following yearly amounts (in million €):

Year 2011 (funds 2010)	Year 2012 (funds 2011)	Year 2013 (funds 2012)
0.47	0.45	0.47

- for the contribution to the Lifelong Learning programme, the following yearly amounts (in million €):

Year 2011 (funds 2010)	Year 2012 (funds 2011)	Year 2013 (funds 2012)
1	1.25	1.3

The remaining part of the contribution of Croatia will be covered from Croatia's State budget.

Should these indicative amounts not be confirmed in the pre-accession annual programming procedure, Croatia's State budget will cover the difference between the total financial contribution indicated in points 1 and 2 above and the pre-accession support available.

<sup>10</sup> OJ L 210, 31.7.2006, p. 82.

5. The financial regulation applicable to the general budget of the European Union will apply, notably to the management of the contribution of Croatia.

Travel costs and subsistence costs incurred by representatives and experts of Croatia for the purposes of taking part as observers in the work of the committees referred to in Article 9 of the Decision of the European Parliament and of the Council establishing the Youth in Action programme and Article 10 of the Decision of the European Parliament and of the Council establishing the action programme in the field of lifelong learning or taking part in other meetings related to the implementation of the programmes shall be reimbursed by the Commission on the same basis as and in accordance with the procedures currently in force for representatives and experts of the Member States of the European Union.

6. After the entry into force of this Memorandum of Understanding and at the beginning of each following year, the Commission will send to Croatia a call for funds corresponding to its contribution to each of the respective programmes under this Memorandum of Understanding.

This contribution shall be expressed in Euros and paid into a Euro bank account of the Commission.

Croatia will pay its contribution by 1 April, provided that the call for funds is sent by the Commission before 1 March, or at the latest one month after the call for funds is sent if later.

Any delay in the payment of the contribution shall give rise to the payment of interest by Croatia on the outstanding amount from the due date. The interest rate corresponds to the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union, in force on the first calendar day of the month in which the due date falls, increased by 3.5 percentage points.

**ANNEX III**  
**Financial control, Recovery and other Antifraud measures**

**I. Controls and antifraud measures by the European Union**

1. In accordance with the financial regulation applicable to the general budget of the European Union, and with the other rules referred to in this Memorandum, the contracts concluded with beneficiaries of the programmes established in Croatia may provide for financial or other audits to be conducted at any time on the premises of the beneficiaries and of their subcontractors by Commission agents or by other persons mandated by the Commission.

The accounts and operations of the National Agency may be checked by Commission agents or by other persons mandated by the Commission. These checks may also be aimed at verifying the capacity of the framework put in place by Croatia to apply the rules of the programmes referred to in this Memorandum as well as to fulfil the requirements of sound financial management in accordance with the criteria of the relevant articles of the Financial Regulation and of its Implementing Rules.

2. Commission agents and other persons mandated by the Commission shall have appropriate access to sites, works and documents and to all the information required in order to carry out such audits, including in electronic form. This right of access shall be stated explicitly in the contracts concluded to implement the instruments referred to in this Memorandum. The European Court of Auditors shall have the same rights as the Commission.
3. Within the framework of this Memorandum, the Commission/OLAF (the European Anti Fraud Office) shall be authorised to carry out on-the-spot checks and inspections on Croatia's territory, in accordance with the procedural provisions of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996<sup>11</sup>.

These checks and inspections shall be prepared and conducted in close collaboration with the competent authorities designated by Croatia, which shall be notified in good time of the object, purpose and legal basis of the checks and inspections, so that they can provide all the requisite help.

If the Croatian authorities concerned so wish, the on-the-spot checks and inspections may be carried out jointly with them.

Where the participants in the programmes resist an on-the-spot check or inspection, the Croatian authorities, acting in accordance with national rules, shall give Commission/ OLAF inspectors such assistance as they need to allow them to discharge their duty in carrying out an on-the-spot check or inspection.

The Commission/OLAF shall report as soon as possible to the Croatian authorities any fact or suspicion relating to an irregularity which has come to its notice in the course of the on-the-spot check or inspection. In any event Commission/OLAF shall be required to inform the abovementioned authority of the result of such checks and inspections.

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<sup>11</sup> OJ L 292, 15.11.1996, p. 2.

## **II. Controls and antifraud measures by the beneficiary country**

1. Appropriate financial control shall be carried out by the competent national financial control authority of Croatia with respect to the implementation of the programmes. All suspected and actual cases of fraud and irregularity as well as all measures related thereto taken by the Croatian National Agency and by the national authorities must be reported to the Commission without delay. Croatia shall ensure investigation and satisfactory treatment of suspected and actual cases of fraud and irregularity following national or European Union controls.

Irregularity shall mean any infringement of a provision of European Union law<sup>12</sup>, this Memorandum of Understanding or ensuing agreements and contracts, resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the General Budget of the European Union or budgets managed by it, by an unjustified item of expenditure.

Fraud shall mean any intentional act or omission relating to:

- (i) the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds from the General Budget of the European Union or budgets managed by, or on behalf of, the European Union,
  - (ii) non-disclosure of information in violation of a specific obligation, with the same effect,
  - (iii) the misapplication of such funds for purposes other than those for which they are originally granted.
2. The Croatian authorities shall take any appropriate measure to prevent and counter any active or passive corruption practices at any stage of the procurement procedure or grant award procedure or during the implementation of corresponding contracts.

Active corruption is defined as the deliberate action of whosoever promises or gives, directly or through an intermediary, an advantage of any kind whatsoever to an official for himself or for a third party for him to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties in a way which damages or is likely to damage the European Union's financial interests.

Passive corruption is defined as the deliberate action of an official, who, directly or through an intermediary, requests or receives advantages of any kind whatsoever, for himself or for a third party, or accepts a promise of such an advantage, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties in a way which damages or is likely to damage the European Union's financial interests.

3. The Croatian authorities and the personnel responsible for the implementation tasks of the programmes undertake to take whatever precautions are necessary to avoid any risk of conflict of interests and shall inform the Commission immediately of any such conflict of interest or any situation likely to give rise to any such conflict.

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<sup>12</sup> Defined as the entirety of European Union rules applicable between the Parties of the Memorandum of Understanding.

### **III. Administrative measures and penalties**

Without prejudice to application of Croatia's criminal law, administrative measures and penalties may be imposed by the Commission in accordance with the financial regulation applicable to the general budget of the European Union.

### **IV. Recovery**

In case of actions managed on an indirect centralised basis, the Croatian National Agency will have the responsibility to issue requests for the recovery of funds and implement any legal action needed vis-à-vis the beneficiaries in consultation with the Commission. In the event of irregularity, negligence or fraud imputable to the Croatian National Agency, the Croatian authorities shall be responsible for the funds not recovered.

In case of actions managed on a direct centralised basis by the Commission, decisions taken by the Commission within the scope of this Memorandum which impose a pecuniary obligation on persons other than States shall be enforceable in Croatia. The enforcement shall be governed by the rules of civil procedure in force in Croatia. The order for its enforcement shall be appended to the decision, without other formality than verification of the authenticity of the decision, by the national authority which the government of Croatia shall designate for this purpose and shall make known to the Commission. When these formalities have been completed on application by the Commission, the latter may proceed to enforcement in accordance with the national law, by bringing the matter directly before the competent authority. The legality of the Commission decision shall be subject to control by the Court of Justice of the European Union.

Judgments given by the Court of Justice of the European Union pursuant to an arbitration clause in a contract within the scope of this Memorandum shall be enforceable on the same terms.



**Članak 3.**

Sredstva za financijske obveze koje je Republika Hrvatska preuzela Memorandumom iz članka 1. ovoga Zakona planiraju se i podmiruju u okviru proračunskih sredstava na pozicijama Ministarstva znanosti, obrazovanja i športa i Ministarstva obitelji, branitelja i međugeneracijske solidarnosti.

**Članak 4.**

Provedba ovoga Zakona u djelokrugu je središnjih tijela državne uprave nadležnih za poslove obrazovanja i obitelji.

**Članak 5.**

Na dan stupanja na snagu ovoga Zakona Memorandum iz članka 1. ovoga Zakona nije na snazi, te će se podaci o njegovom stupanju na snagu objaviti naknadno, u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

**Članak 6.**

Ovaj Zakon stupa na snagu osmoga dana od dana objave u Narodnim novinama.

## OBRAZLOŽENJE

**Člankom 1.** propisano je da se potvrđuje Memorandum o razumijevanju između Europske unije i Republike Hrvatske o sudjelovanju Republike Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.), potpisan 7. prosinca 2010. godine u Brugesu, u izvorniku na engleskom jeziku.

**Članak 2.** sadrži tekst Memoranduma o razumijevanju između Europske unije i Republike Hrvatske o sudjelovanju Republike Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.) u izvorniku na engleskom jeziku i prijevodu na hrvatski jezik.

**Člankom 3.** propisano je da se sredstva za financijske obveze koje je Republika Hrvatska preuzela Memorandumom iz članka 1. ovoga Zakona, planiraju i podmiruju u okviru proračunskih sredstava na pozicijama Ministarstva znanosti, obrazovanja i športa i Ministarstva obitelji, branitelja i međugeneracijske solidarnosti.

**Člankom 4.** utvrđuje se da su za provođenje predmetnog Memoranduma nadležna središnja tijela državne uprave nadležna za poslove obrazovanja i obitelji.

**Člankom 5.** utvrđuje se da na dan stupanja na snagu ovoga Zakona Memorandum o razumijevanju iz članka 1. ovoga Zakona nije na snazi za Republiku Hrvatsku, te da će se podaci o njegovu stupanju na snagu objaviti naknadno, u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

**Člankom 6.** utvrđuje se stupanje na snagu Zakona osmoga dana od dana objave u Narodnim novinama.

**Prilog** - preslika izvornog teksta Memoranduma o razumijevanju između Europske unije i Republike Hrvatske o sudjelovanju Republike Hrvatske u programu Mladi na djelu i akcijskom programu u području cjeloživotnog učenja (2007. - 2013.), na engleskom jeziku

## MEMORANDUM OF UNDERSTANDING

between the European Union and the Republic of Croatia

on the participation of the Republic of Croatia in the Youth in Action programme and in the action programme in the field of lifelong learning (2007-2013)

THE EUROPEAN COMMISSION, hereinafter referred to as "the Commission", on behalf of the European Union,

of the one part, and

THE REPUBLIC OF CROATIA, hereinafter referred to as "Croatia",

of the other part,

Whereas:

- (1) Framework Agreement of 22 November 2004 between the European Community and Croatia<sup>1</sup> establishes the general principles for the participation of Croatia in Community programmes, leaving the Commission and the competent authorities of Croatia to determine the specific terms and conditions, including financial contribution, with regard to such participation in each particular programme.
- (2) The Youth in Action programme for the period 2007 to 2013 and the action programme in the field of lifelong learning were established by Decisions No 1719/2006/EC<sup>2</sup> and No 1720/2006/EC<sup>3</sup> of the European Parliament and of the Council of 15 November 2006 respectively,

HAVE AGREED AS FOLLOWS:

### *Article 1*

Croatia shall participate in the Youth in Action programme and in the action programme in the field of lifelong learning (hereinafter called « the programmes »), in accordance with the conditions laid down in Framework Agreement of 22 November 2004 between the European Community and the Republic of Croatia on the general principles for the participation of the Republic of Croatia in Community programmes, and under the terms and conditions set out in the Annexes I, II and III of this Memorandum of Understanding.

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<sup>1</sup> OJ L 192, 22.7.2005, p.16.

<sup>2</sup> OJ L 327, 24.11.2006, p.30.

<sup>3</sup> OJ L 327, 24.11.2006, p.45.

*Article 2*

This Memorandum of Understanding shall apply for the duration of the programmes. Nevertheless, should the European Union decide to extend the duration without any substantial change within the programmes, this Memorandum would also be extended correspondingly and automatically if no party denounces it within one month following the extension decision.

Annexes I, II and III form an integral part of this Memorandum of Understanding.

This Memorandum of Understanding may only be amended in writing by common consent of the parties.

This Memorandum of Understanding shall enter into force on the date of the written notification by which Croatia notifies the Commission through diplomatic channels that its internal legal requirements for its entry into force have been fulfilled. Pending its entry into force, the Memorandum of Understanding shall apply provisionally, starting from the budget year 2011.

In the event of Croatia notifying the Commission that it will not ratify the signed Memorandum of Understanding, provisional application shall end from the budget year following this notification. Notification terminating provisional application shall not affect the Parties' obligations concerning the projects and activities financed under the general budget of the European Union of the year of notification, nor payment by Croatia of its contribution for the year of notification.

Done at Bruges in two originals, both in English language

Done at Bruges in two originals, both in English language

on 7 December 2010

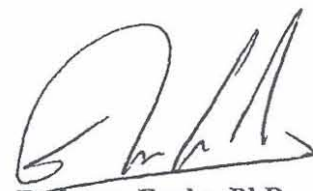
on 7 December 2010

*For the Commission,  
on behalf of the European Union,*

*For the Republic of Croatia,*



**Jan Truszczyński**  
*Director General for Education and Culture*



**Radovan Fuchs, PhD**  
*Minister of Science, Education and Sports*

**ANNEX I**  
**Terms and conditions for the participation of Croatia**  
**in the Youth in Action programme and in the action programme in the field of lifelong**  
**learning (2007-2013)**

1. Croatia will participate in the Youth in Action programme and in the action programme in the field of lifelong learning ("the programmes") in conformity, unless otherwise provided in this Memorandum of Understanding, with the objectives, criteria, procedures and deadlines as defined in Decisions No 1719/2006/EC and No 1720/2006/EC of 15 November 2006 of the European Parliament and of the Council establishing these European Union action programmes.
2. In conformity with the terms of Article 8 of the Decision on the Youth in Action programme and Article 6 of the Decision on the action programme in the field of lifelong learning, and with the Commission decisions relating to the respective responsibilities of the Member States, the Commission and the National Agencies in implementation of the Lifelong Learning Programme (2007-2013) and of the Youth in action Programme (2007-2013), Croatia shall establish or designate and monitor an appropriate structure for the coordinated management of the implementation of the programme actions at national level (national agency), take responsibility for the proper management by the national agency of credits transferred to it to support projects, and take the measures needed to ensure the adequate funding and appropriate audit and financial overseeing of this national agency, which will receive from the Commission a contribution to its management and implementation costs. Croatia shall take all other necessary steps for the efficient running of the programmes at national level.
3. To participate in the programmes, Croatia will pay each year a contribution to the general budget of the European Union according to the modalities described in Annex II.  
  
If necessary in order to take into account programme developments, or the evolution of Croatia's absorption capacity, this contribution may be adapted in writing by common consent of the parties, so as to avoid budgetary imbalance in the implementation of the programmes.
4. The terms and conditions for the submission, assessment and selection of applications related to eligible institutions, organisations and individuals of Croatia will be the same as those applicable to eligible institutions, organisations and individuals of the European Union.
5. With a view to ensuring the European Union dimension of the programmes, to be eligible for European Union financial support, projects and activities will have to include at least a partner from one of the Member States of the European Union.
6. The percentage of the financial contribution of Croatia referred to in point 3 above which will be allocated for the actions to be managed by the National Agency in accordance with the programme rules shall reflect the share of these actions in the programme budget at European Union level. The contribution to the management and implementation costs of the National Agency will be calculated according to the criteria applied for the Member States of the European Union.

7. The Member States of the European Union and Croatia will make every effort, within the framework of existing provisions, to facilitate the free movement and residence of students, teachers, trainees, trainers, university administrators, young people and other eligible persons moving between Croatia and the Member States of the European Union for the purpose of participating in activities covered by this Memorandum of Understanding.

Programme participants that stay temporarily in the Republic of Croatia in the framework of the Youth in Action or the Lifelong Learning Programmes shall be exempted from the fee to be paid by foreigners for compulsory health insurance in Croatia. The health insurance policies subscribed by the Commission with an insurance company for some programme actions shall be recognised by Croatian authorities for the purpose of regulating temporarily residence for the participants in these actions in Croatia.

8. Without prejudice to the responsibilities of the Commission and the Court of Auditors of the European Union in relation to the monitoring and evaluation of the programmes, the participation of Croatia in the programmes shall be continuously monitored on a partnership basis involving the Commission and Croatia. Croatia shall submit to the Commission relevant reports and take part in other specific activities provided for by the European Union in that context.

The Commission decisions relating to the respective responsibilities of the Member States, the Commission and the National Agencies in implementation of the Lifelong Learning Programme (2007-2013) and of the Youth in action Programme (2007-2013) shall apply to the relations between Croatia, the Commission and the Croatian National Agency.

Complementary rules concerning financial control, recovery and other antifraud measures are laid down in Annex III.

In the event of irregularity, negligence or fraud imputable to the Croatian National Agency, and where this gives rise to claims by the Commission on the national agency which are not completely recovered, the Croatian authorities shall be responsible for the funds not recovered.

9. The language to be used in all contacts with the Commission, as regards the application process, contracts, reports to be submitted and other administrative arrangements for the programmes, will be any of the official languages of the European Union.
10. The European Union and Croatia may terminate activities under this Memorandum of Understanding at any time upon twelve months' notice in writing. Projects and activities in progress at the time of termination shall continue until their completion under the conditions laid down in this Memorandum of Understanding, as well as the contractual arrangements applying to these projects and activities and the provisions of Annex III.

## ANNEX II

### Financial contribution of Croatia to the Youth in Action programme and to the action programme in the field of lifelong learning

1. Youth in action

The financial contribution to be paid by Croatia to the budget of the European Union to participate in the Youth in action programme will be the following (in million €):

Year 2011	Year 2012	Year 2013
1.8	2	2.2

2. Lifelong Learning

The financial contribution to be paid by Croatia to the budget of the European Union to participate in the action programme in the field of lifelong learning will be the following (in million €):

Year 2011	Year 2012	Year 2013
6	8	10

3. Croatia will pay the contribution mentioned above partly from Croatia's State budget, and partly from Croatia's pre-accession funds, subject to annual programming procedures within the framework of Council Regulation (EC)1085/2006 of 17 July 2006<sup>4</sup>. The requested pre-accession funds will be transferred to Croatia each year according to a Financing Memorandum. With the part coming from Croatia's State budget, these funds will constitute Croatia's national contribution, out of which it will make payments in response to annual calls for funds from the Commission.

4. The provisional schedule concerning the pre-accession funds is the following:

- for the contribution to the Youth in action programme, the following yearly amounts (in million €):

Year 2011 (funds 2010)	Year 2012 (funds 2011)	Year 2013 (funds 2012)
0.47	0.45	0.47

- for the contribution to the Lifelong Learning programme, the following yearly amounts (in million €):

Year 2011 (funds 2010)	Year 2012 (funds 2011)	Year 2013 (funds 2012)
1	1.25	1.3

<sup>4</sup> OJL 210, 31.7.2006, p. 82.



The remaining part of the contribution of Croatia will be covered from Croatia's State budget.

Should these indicative amounts not be confirmed in the pre-accession annual programming procedure, Croatia's State budget will cover the difference between the total financial contribution indicated in points 1 and 2 above and the pre-accession support available.

5. The financial regulation applicable to the general budget of the European Union will apply, notably to the management of the contribution of Croatia.

Travel costs and subsistence costs incurred by representatives and experts of Croatia for the purposes of taking part as observers in the work of the committees referred to in Article 9 of the Decision of the European Parliament and of the Council establishing the Youth in Action programme and Article 10 of the Decision of the European Parliament and of the Council establishing the action programme in the field of lifelong learning or taking part in other meetings related to the implementation of the programmes shall be reimbursed by the Commission on the same basis as and in accordance with the procedures currently in force for representatives and experts of the Member States of the European Union.

6. After the entry into force of this Memorandum of Understanding and at the beginning of each following year, the Commission will send to Croatia a call for funds corresponding to its contribution to each of the respective programmes under this Memorandum of Understanding.

This contribution shall be expressed in Euros and paid into a Euro bank account of the Commission.

Croatia will pay its contribution by 1 April, provided that the call for funds is sent by the Commission before 1 March, or at the latest one month after the call for funds is sent if later.

Any delay in the payment of the contribution shall give rise to the payment of interest by Croatia on the outstanding amount from the due date. The interest rate corresponds to the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union, in force on the first calendar day of the month in which the due date falls, increased by 3.5 percentage points.

**ANNEX III**  
**Financial control, Recovery and other Antifraud measures**

**I. Controls and antifraud measures by the European Union**

1. In accordance with the financial regulation applicable to the general budget of the European Union, and with the other rules referred to in this Memorandum, the contracts concluded with beneficiaries of the programmes established in Croatia may provide for financial or other audits to be conducted at any time on the premises of the beneficiaries and of their subcontractors by Commission agents or by other persons mandated by the Commission.

The accounts and operations of the National Agency may be checked by Commission agents or by other persons mandated by the Commission. These checks may also be aimed at verifying the capacity of the framework put in place by Croatia to apply the rules of the programmes referred to in this Memorandum as well as to fulfil the requirements of sound financial management in accordance with the criteria of the relevant articles of the Financial Regulation and of its Implementing Rules.

2. Commission agents and other persons mandated by the Commission shall have appropriate access to sites, works and documents and to all the information required in order to carry out such audits, including in electronic form. This right of access shall be stated explicitly in the contracts concluded to implement the instruments referred to in this Memorandum. The European Court of Auditors shall have the same rights as the Commission.
3. Within the framework of this Memorandum, the Commission/OLAF (the European Anti Fraud Office) shall be authorised to carry out on-the-spot checks and inspections on Croatia's territory, in accordance with the procedural provisions of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996<sup>5</sup>.

These checks and inspections shall be prepared and conducted in close collaboration with the competent authorities designated by Croatia, which shall be notified in good time of the object, purpose and legal basis of the checks and inspections, so that they can provide all the requisite help.

If the Croatian authorities concerned so wish, the on-the-spot checks and inspections may be carried out jointly with them.

Where the participants in the programmes resist an on-the-spot check or inspection, the Croatian authorities, acting in accordance with national rules, shall give Commission/ OLAF inspectors such assistance as they need to allow them to discharge their duty in carrying out an on-the-spot check or inspection.

The Commission/OLAF shall report as soon as possible to the Croatian authorities any fact or suspicion relating to an irregularity which has come to its notice in the course of the on-the-spot check or inspection. In any event Commission/OLAF shall be required to inform the abovementioned authority of the result of such checks and inspections.

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<sup>5</sup> OJ L 292, 15.11.1996, p. 2.

## II. Controls and antifraud measures by the beneficiary country

1. Appropriate financial control shall be carried out by the competent national financial control authority of Croatia with respect to the implementation of the programmes. All suspected and actual cases of fraud and irregularity as well as all measures related thereto taken by the Croatian National Agency and by the national authorities must be reported to the Commission without delay. Croatia shall ensure investigation and satisfactory treatment of suspected and actual cases of fraud and irregularity following national or European Union controls.

Irregularity shall mean any infringement of a provision of European Union law<sup>6</sup>, this Memorandum of Understanding or ensuing agreements and contracts, resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the General Budget of the European Union or budgets managed by it, by an unjustified item of expenditure.

Fraud shall mean any intentional act or omission relating to:

- (i) the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds from the General Budget of the European Union or budgets managed by, or on behalf of, the European Union,
  - (ii) non-disclosure of information in violation of a specific obligation, with the same effect,
  - (iii) the misapplication of such funds for purposes other than those for which they are originally granted.
2. The Croatian authorities shall take any appropriate measure to prevent and counter any active or passive corruption practices at any stage of the procurement procedure or grant award procedure or during the implementation of corresponding contracts.

Active corruption is defined as the deliberate action of whosoever promises or gives, directly or through an intermediary, an advantage of any kind whatsoever to an official for himself or for a third party for him to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties in a way which damages or is likely to damage the European Union's financial interests.

Passive corruption is defined as the deliberate action of an official, who, directly or through an intermediary, requests or receives advantages of any kind whatsoever, for himself or for a third party, or accepts a promise of such an advantage, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties in a way which damages or is likely to damage the European Union's financial interests.

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<sup>6</sup> Defined as the entirety of European Union rules applicable between the Parties of the Memorandum of Understanding.

3. The Croatian authorities and the personnel responsible for the implementation tasks of the programmes undertake to take whatever precautions are necessary to avoid any risk of conflict of interests and shall inform the Commission immediately of any such conflict of interest or any situation likely to give rise to any such conflict.

### **III. Administrative measures and penalties**

Without prejudice to application of Croatia's criminal law, administrative measures and penalties may be imposed by the Commission in accordance with the financial regulation applicable to the general budget of the European Union.

### **IV. Recovery**

In case of actions managed on an indirect centralised basis, the Croatian National Agency will have the responsibility to issue requests for the recovery of funds and implement any legal action needed vis-à-vis the beneficiaries in consultation with the Commission. In the event of irregularity, negligence or fraud imputable to the Croatian National Agency, the Croatian authorities shall be responsible for the funds not recovered.

In case of actions managed on a direct centralised basis by the Commission, decisions taken by the Commission within the scope of this Memorandum which impose a pecuniary obligation on persons other than States shall be enforceable in Croatia. The enforcement shall be governed by the rules of civil procedure in force in Croatia. The order for its enforcement shall be appended to the decision, without other formality than verification of the authenticity of the decision, by the national authority which the government of Croatia shall designate for this purpose and shall make known to the Commission. When these formalities have been completed on application by the Commission, the latter may proceed to enforcement in accordance with the national law, by bringing the matter directly before the competent authority. The legality of the Commission decision shall be subject to control by the Court of Justice of the European Union.

Judgments given by the Court of Justice of the European Union pursuant to an arbitration clause in a contract within the scope of this Memorandum shall be enforceable on the same terms.