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**Urbroj:** 5030114-11-1

**Zagreb,** 10. veljače 2011.

## **PREDSJEDNIKU HRVATSKOGA SABORA**

**Predmet:** Prijedlog zakona o potvrđivanju Sporazuma o financiranju u vezi s Pokusnim programom za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu između Vlade Republike Hrvatske i Europske komisije, 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. i 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), Vlada Republike Hrvatske podnosi Prijedlog zakona o potvrđivanju Sporazuma o financiranju u vezi s Pokusnim programom za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu između Vlade Republike Hrvatske i Europske komisije, s Konačnim prijedlogom zakona za hitni postupak.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila mr. sc. Božidara Pankrećića, potpredsjednika Vlade Republike Hrvatske i ministra regionalnog razvoja, šumarstva i vodnoga gospodarstva, Karla Gjurašića i Stanka Janića, državne tajnike u Ministarstvu regionalnog razvoja, šumarstva i vodnoga gospodarstva, te Ivu Žinića, ravnatelja u Ministarstvu regionalnog razvoja, šumarstva i vodnoga gospodarstva.

**PREDSJEDNICA**

Jadranka Kosor, dipl. iur.

**PRIJEDLOG ZAKONA O POTVRĐIVANJU SPORAZUMA O FINANCIRANJU U  
VEZI S POKUSNIM PROGRAMOM ZA OČUVANJE I OBNAVLJANJE  
KULTURNE BAŠTINE U PODRUČJIMA SUKOBA NA ZAPADNOM BALKANU ZA  
2009. GODINU IZMEĐU VLADE REPUBLIKE HRVATSKE I EUROPSKE  
KOMISIJE, S KONAČNIM PRIJEDLOGOM ZAKONA**

**PRIJEDLOG ZAKONA O POTVRĐIVANJU  
SPORAZUMA O FINANCIRANJU U VEZI S POKUSNIM PROGRAMOM  
ZA OČUVANJE I OBNAVLJANJE KULTURNE BAŠTINE U PODRUČJIMA  
SUKOBA NA ZAPADNOM BALKANU ZA 2009. GODINU IZMEĐU  
VLADE REPUBLIKE HRVATSKE I EUROPSKE KOMISIJE**

**I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA**

Ustavna osnova za donošenje Zakona o potvrđivanju Sporazuma o financiranju u vezi s Pokusnim programom za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu između Vlade Republike Hrvatske i Europske komisije, potpisanog u Bruxellesu, 20. prosinca 2010. godine i u Zagrebu, 27. prosinca 2010. godine, u izvorniku na engleskom jeziku (u daljnjem tekstu: Sporazum), 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**

Pomoć Europske unije u okviru Pokusnog programa za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu treba imati za cilj pružanje pomoći za podršku održivom očuvanju, obnavljanju i razvoju lokaliteta u vezi s vrijednim kulturnim objektima u zemljama kandidatkinjama i potencijalnim kandidatkinjama. Kad god je to moguće posebna će se pažnja posvetiti projektima koji podupiru procese izgradnje povjerenja uključivanjem različitih etničkih i vjerskih skupina u zajedničkim projektima, kao i izgradnju sposobnosti i stvaranje svijesti na lokalnoj i nacionalnoj razini.

Europska komisija je 11. prosinca 2009. godine usvojila Pokusni program za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu. Dana 6. prosinca 2010. godine usvojene su izmjene i dopune Pokusnog programa. Ovaj Program provodit će Komisija dijelom na centraliziranoj osnovi, a dijelom na osnovi zajedničkog upravljanja.

Za provedbu ovoga Programa potrebno da stranke sklope Sporazum o financiranju, kako bi se odredili uvjeti potrebni za isporuku pomoći Europske unije, pravila i postupci u vezi s isplatom vezanom uz ovu pomoć, kao i uvjeti pod kojima će se upravljati tom pomoći.

Dio ovog Programa koji se odnosi na Republiku Hrvatsku uključuje dva projekta: nacionalni projekt i komponentu evaluacije (u sklopu drugog projekta) koja, između ostalih, obuhvaća i Hrvatsku. Prvi projekt nosi naziv ARCH (Arhitektonska obnova kulturne baštine) – Vukovar: „Baština kao sredstvo razvoja. Obnova arhitektonske baštine u središtu grada Vukovara – Održivo oživljavanje i razvoj ratom pogođene

zajednice“. Komponenta evaluacije je jedna od komponenti u sklopu zasebnog projekta. Provedbom dijela programa u pogledu nacionalnog projekta koji se odnosi na Republiku Hrvatsku upravljat će Europska komisija zajedničkim upravljanjem s Programom Ujedinjenih naroda za razvoj (UNDP).

Sklapanjem Sporazuma doprinosi se ukupnom procesu pristupanja Republike Hrvatske Europskoj uniji, te je posebno važan za razvoj Grada Vukovara.

Vlada Republike Hrvatske donijela je na sjednici održanoj 23. prosinca 2010. godine Odluku o pokretanju postupka za sklapanje Sporazuma o financiranju u vezi s Pokusnim programom za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu između Vlade Republike Hrvatske i Europske komisije.

Sporazum je u ime Vlade Republike Hrvatske dana 27. prosinca 2010. godine potpisao mr. sc. Božidar Pankretić, potpredsjednik Vlade Republike Hrvatske i ministar regionalnog razvoja, šumarstva i vodnoga gospodarstva. U ime Europske komisije Sporazum je dana 20. prosinca 2010. godine potpisao Gerhardt Schumann-Hitzler, direktor D, u Općoj upravi za proširenje.

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

Ovim zakonom potvrđuje se Sporazum o financiranju u vezi s Pokusnim programom za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu između Vlade Republike Hrvatske i Europske komisije, kako bi njegove odredbe u skladu s člankom 140. Ustava Republike Hrvatske, postale dio unutarnjeg poretka Republike Hrvatske.

Potvrđivanjem Sporazuma o financiranju stvara se pravna osnova za bespovratno korištenje financijskih sredstava za projekt očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu.

Zakonom se utvrđuje način osiguranja financijskih sredstava potrebnih radi izvršavanja Sporazuma, odnosno provedbe Zakona, te određuje središnje tijelo državne uprave nadležno za provedbu zakona. Zakonom se također utvrđuje način objave podatka o stupanju na snagu Sporazuma, te dan stupanja na snagu zakona.

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

Izvršavanje Sporazuma zahtijevat će financijska sredstva iz državnog proračuna Republike Hrvatske. Troškovi sufinanciranja iz državnog proračuna ulaze u redovna proračunska sredstva Ministarstva regionalnog razvoja, šumarstva i vodnoga gospodarstva.

Ukupna vrijednost Sporazuma iznosi 1.340.000,00 EUR, odnosno 9.891.598,60 kuna, od čega Europska komisija osigurava bespovratna sredstva u iznosu od 1.000.000 EUR,

odnosno 7.381.790 kuna, dok iznos nacionalnog sufinanciranja od 340.000 EUR, odnosno 2.509.808,60 kuna osigurava Ministarstvo regionalnog razvoja, šumarstva i vodnoga gospodarstva za razdoblje od 2011. do 2012. godine. Za izračun navedenih iznosa korišten je srednji tečaj Hrvatske narodne banke na dan 22. prosinca 2010. godine od 7,381790 kuna za jedan EUR.

Troškovi sufinanciranja sa strane Republike Hrvatske ulazit će u redovna proračunska sredstva navedenog tijela državne uprave.

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

Temelj za donošenje ovoga zakona po hitnom postupku nalazi se u članku 159. stavku 1. 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), u dijelu koji govori o drugim osobito opravdanim državnim razlozima.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora kojim država i formalno izražava spremnost da bude vezana već sklopljenim 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.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU  
SPORAZUMA O FINANCIRANJU U VEZI S POKUSNIM PROGRAMOM  
ZA OČUVANJE I OBNAVLJANJE KULTURNE BAŠTINE U PODRUČJIMA  
SUKOBA NA ZAPADNOM BALKANU ZA 2009. GODINU IZMEĐU VLADE  
REPUBLIKE HRVATSKE I EUROPSKE KOMISIJE**

**Članak 1.**

Potvrđuje se Sporazum o financiranju u vezi s Pokusnim programom za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu između Vlade Republike Hrvatske i Europske komisije, potpisan u Bruxellesu, 20. prosinca 2010. godine i u Zagrebu, 27. prosinca 2010. godine, u izvorniku na engleskom jeziku.

**Članak 2.**

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

# **SPORAZUM O FINANCIRANJU**

**U VEZI S POKUSNIM PROGRAMOM ZA OČUVANJE I  
OBNAVLJANJE KULTURNE BAŠTINE U PODRUČJIMA  
SUKOBA NA ZAPADNOM BALKANU ZA 2009. GODINU**

**IZMEĐU**

**VLADE REPUBLIKE HRVATSKE**

**I**

**EUROPSKE KOMISIJE**

**od**

**27. prosinca 2010.**

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**Dodatak A Izmjene i dopune Pokusnog programa za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu, usvojene Odlukom Komisije C(2010)8408 od 6. prosinca 2010. godine**



## **SPORAZUM O FINANCIRANJU**

### **U VEZI S POKUSNIM PROGRAMOM ZA OČUVANJE I OBNAVLJANJE KULTURNE BAŠTINE U PODRUČJIMA SUKOBA NA ZAPADNOM BALKANU ZA 2009. GODINU**

#### **VLADA REPUBLIKE HRVATSKE**

i

#### **EUROPSKA KOMISIJA**

u daljnjem tekstu zajednički se spominju kao »Stranke« ili pojedinačno kao »Korisnik« u slučaju Vlade Republike Hrvatske, ili »Komisija« u slučaju Europske komisije.

Budući da:

- (a) je dana 25. lipnja 2002. godine, Vijeće Europske unije usvojilo Uredbu (EZ, Euratom) br. 1605/2002 o Financijskoj uredbi primjenjivoj na opći proračun Europskih zajednica (u daljnjem tekstu »Financijska uredba«)<sup>1</sup>;
- (b) je dana 23. prosinca 2002., Komisija usvojila Uredbu (EZ, Euratom) br. 2342/2002 u kojoj se utvrđuju detaljna pravila o provedbi Financijske uredbe (u daljnjem tekstu: »Provedbena pravila«)<sup>2</sup>;
- (c) se u skladu s člankom 49. stavak 6. točka a) Financijske uredbe, izdvajanja za pokusne programe eksperimentalne prirode namijenjene ispitivanju izvedivosti neke mjere i njene korisnosti mogu provesti bez osnovnog akta pod uvjetom da mjere za koje su namijenjene za financiranje pripadaju pod ovlasti Zajednica ili Europske unije;
- (d) je proračunsko tijelo alociralo iznos od 3 milijuna eura prema članku 22.0208 proračuna Europskih zajednica za 2009. godinu za razvoj pokusnog programa za očuvanje i obnavljanje kulturne baštine u područjima sukoba;
- (e) Pomoć Europske unije u okviru pokusnog programa za očuvanje i obnavljanje kulturne baštine u područjima sukoba za 2009. godinu treba imati za cilj pružanje pomoći za podršku održivom očuvanju, obnavljanju i razvoju lokaliteta u vezi s vrijednim kulturnim objektima u zemljama kandidatkinjama i potencijalnim kandidatkinjama. Kad god je to moguće, posebna će se pažnja posvetiti projektima koji podupiru procese izgradnje povjerenja uključivanjem različitih etničkih i vjerskih skupina u zajedničkim

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<sup>1</sup> SL L 248, 16.9.2002., str. 1.

<sup>2</sup> SL L 357, 31.12.2002., str. 1.

projektima, kao i izgradnju sposobnosti i stvaranje svijesti na lokalnoj i nacionalnoj razini;

- (f) je Komisija dana 11. prosinca 2009. godine usvojila pokusni program za očuvanje i obnavljanje kulturne baštine u područjima sukoba za 2009. godinu (u daljnjem tekstu »program«). Dana 6. prosinca 2010. godine usvojene su izmjene i dopune pokusnog programa za očuvanje i obnavljanje kulturne baštine u područjima sukoba za 2009. godinu. Ovaj program provodit će Komisija dijelom na centraliziranoj osnovi a dijelom na osnovi zajedničkog upravljanja;
- (g) je u cilju provedbe ovog programa potrebno da stranke sklope Sporazum o financiranju, kako bi se odredili uvjeti potrebni za isporuku pomoći Europske unije, pravila i postupci u vezi s isplatom vezanom uz ovu pomoć, kao i uvjeti pod kojima će se upravljati tom pomoći;
- (h) Provedbom dijela programa u pogledu nacionalnog projekta koji se odnosi na Republiku Hrvatsku upravljat će Europska komisija zajedničkim upravljanjem s Programom Ujedinjenih naroda za razvoj (UNDP).

## **SPORAZUMJELE SU SE KAKO SLIJEDI:**

### **1. PROGRAM**

Komisija će nepovratnim sredstvima sufinancirati sljedeći program, koji je naveden u Dodatku A ovog Sporazuma:

Program broj: *CRIS n° 2009/021-771*

Naziv: *Pokusni program za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu*

*Dio ovog programa koji se odnosi na Republiku Hrvatsku uključuje dva projekta: jedan nacionalni projekt i jednu komponentu evaluacije koja, između ostalih, obuhvaća i Hrvatsku.*

Projekt 1. - ARCH-Vukovar: »Baština kao sredstvo razvoja. Obnova arhitektonske baštine u središtu grada Vukovara – Održivo oživljavanje i razvoj ratom pogođene zajednice« – Hrvatska.

Projekt 4. – Komponenta evaluacije.

### **2. PROVEDBA PROGRAMA**

- (1) Program provodi Komisija dijelom na centraliziranoj osnovi a dijelom na osnovi zajedničkog upravljanja, u skladu s člankom 53. Financijske uredbe.
- (2) Provedbom dijela programa u pogledu nacionalnog projekta koji se odnosi na Republiku Hrvatsku upravljat će Europska komisija zajedničkim upravljanjem s Programom Ujedinjenih naroda za razvoj (UNDP). Provedbom komponente evaluacije upravljat će Glavna uprava za proširenje.
- (3) U cilju osiguranja učinkovite provedbe programa, Korisnik poduzima sve potrebne mjere kako bi osigurao,
  - da u slučaju postupaka nadmetanja radi pružanja usluga, nabave ili izvođenja radova, fizičke ili pravne osobe prihvatljive za sudjelovanje u postupcima nadmetanja za provedbu programa imaju pravo na privremeni smještaj i boravak tamo gdje to značaj ugovora opravdava. To se pravo stječe tek nakon što je objavljen poziv na dostavu ponuda, a uživa ga tehničko osoblje potrebno za provedbu istraživanja i drugih mjera koje prethode izradi ponuda. To pravo prestaje mjesec dana nakon odluke o dodjeli ugovora;
  - da se osoblju koje sudjeluje u aktivnostima koje financira Europska unija i članovima njihove najuže obitelji dopusti ulazak u Republiku Hrvatsku, njihovo nastanjivanje u Republici Hrvatskoj, rad i odlazak iz Republike Hrvatske, kako to priroda predmetnog ugovora opravdava;

- izdavanje svih dozvola potrebnih za uvoz roba, prije svega profesionalne opreme, potrebnih za izvođenje predmetnog ugovora, u skladu s postojećim zakonima, pravilima i propisima Korisnika;

- da će uvoz koji se obavlja u okviru programa biti oslobođen carinskih pristojbi, uvoznih pristojbi i drugih fiskalnih troškova;

- izdavanje svih dozvola potrebnih za ponovni izvoz gore spomenutih roba, nakon što predmetni ugovor bude u potpunosti izvršen;

- izdavanje odobrenja za uvoz ili kupnju deviza potrebnih za provedbu predmetnog ugovora i primjena nacionalnih propisa o deviznoj kontroli na nediskriminirajući način prema izvođačima, bez obzira na njihovu nacionalnost ili poslovni nastan;

- izdavanje svih dozvola potrebnih za iznošenje iz zemlje sredstava primljenih u vezi s aktivnosti koja se financira u okviru programa, u skladu s propisima o deviznoj kontroli u Republici Hrvatskoj.

- (4) Korisnik osigurava punu suradnju svih mjerodavnih tijela. Osigurat će također i pristup društvima u državnom vlasništvu i drugim državnim ustanovama, koje su uključene ili su potrebne za provedbu programa ili izvršenje ugovora.

### **3. STRUKTURE I TIJELA S NADLEŽNOSTIMA**

Korisnik imenuje nacionalnog koordinatora koji djeluje kao predstavnik Korisnika u odnosu na Komisiju. On ili ona osiguravaju da se održi uska veza između Komisije i Korisnika.

### **4. FINANCIRANJE**

Financiranje provedbe ovog Sporazuma odvija se kako slijedi:

- (1) sufinanciranje Europske unije za 2009. godinu određeno je u najvišem iznosu od 1 milijun eura za dio programa u pogledu nacionalnog projekta koji se odnosi na Republiku Hrvatsku, kao što je detaljno navedeno u programu. Za komponentu evaluacije programa koja se, između ostalih, odnosi i na Republiku Hrvatsku postoji najviši iznos od 25.000 eura. No plaćanje sufinanciranja Europske unije od strane Komisije izvršava se u okviru ograničenja raspoloživih sredstava.
- (2) troškove struktura i tijela koje je odredila država korisnica za provođenje ovog Programa snosi Korisnik.

## **5. ROK UGOVARANJA**

- (1) Pojedinačni ugovori i sporazumi kojima se provodi ovaj Sporazum moraju se sklopiti u roku do najviše dvije godine od datuma sklapanja ovog Sporazuma.
- (2) U valjano opravdanim slučajevima, ovaj rok za ugovaranje može prije isteka biti produljen na najviše tri godine od datuma sklapanja ovog Sporazuma.
- (3) Sva sredstva za koja ugovori nisu sklopljeni prije isteka roka ugovaranja, otkazuju se.

## **6. ROK IZVRŠENJA UGOVORA**

- (1) Ugovori moraju biti izvršeni u roku od najviše dvije godine od krajnjeg datuma ugovaranja.
- (2) U valjano opravdanim slučajevima, rok za izvršenje ugovora može se produljiti prije isteka roka.

## **7. ROK ISPLATE**

- (1) Isplata sredstava mora biti izvršena najkasnije godinu dana od krajnjeg datuma izvršenja ugovora.
- (2) U valjano opravdanim slučajevima, rok isplate sredstava može biti produljen prije njegovog krajnjeg datuma.

## **8. POSTUPANJE S PRIMICIMA**

- (1) Primici u svrhu ovog programa uključuju prihode ostvarene nekom aktivnosti, tijekom razdoblja njenog sufinanciranja, od prodaje, najmova, upisa/naknada za uslugu ili druge jednakovrijedne primitke, osim:
  - (a) primitaka ostvarenih tijekom ekonomskog vijeka sufinanciranih investicija u slučaju ulaganja u tvrtke;
  - (b) primitaka ostvarenih u okviru mjere financijskog inženjeringa, uključujući poduzetnički kapital i kreditne fondove, jamstvene fondove, lizing;
  - (c) po potrebi, sufinanciranja aktivnosti od strane privatnog sektora, što će se u financijskim tablicama programa iskazivati zajedno s javnim sufinanciranjem.
- (2) Primici određeni prethodnim stavkom 1. predstavljaju dohodak koji se umanjuje od iznosa prihvatljivih izdataka za predmetnu aktivnost. Najkasnije do zatvaranja programa, ti se primici umanjuju od prihvatljivih izdataka odnosne aktivnosti u cijelosti ili pro rata, ovisno o tome jesu li iz sufinancirane aktivnosti ostvareni u cijelosti ili djelomično.

## **9. ZATVARANJE PROGRAMA**

- (1) Program je zatvoren kada su zatvoreni svi ugovori i nepovratna sredstva financirani programom.
- (2) Program ili nepovratna sredstva se smatraju zatvorenim čim dođe do jednog od sljedećeg:
  - isplate konačnog salda dospjelog od strane Komisije;
  - izdavanja naloga za povrat sredstava od strane Komisije nakon primitka zahtjeva za završno plaćanje/potraživanja troškova;
  - oslobađanja od obveze izdvajanja od strane Komisije.

Zatvaranje programa ili nepovratnih sredstava ne dovodi u pitanje pravo Komisije da poduzme financijski ispravak u kasnijoj fazi.

## **10. POREZI, CARINSKE PRISTOJBE I DRUGI FISKALNI TROŠKOVI**

- (1) Porezi, carinske i uvozne pristojbe ili drugi troškovi s jednakim učinkom nisu prihvatljivi u okviru programa.
- (2) Primjenjuju se sljedeće detaljne odredbe:
  - (a) Carinske pristojbe, uvozne pristojbe, porezi ili fiskalni troškovi s jednakim učinkom u slučaju uvoza roba prema ugovoru koji se financira sredstvima Europske unije nisu prihvatljivi u okviru programa. Predmetni uvozi propuštaju se od mjesta ulaska u Republiku Hrvatsku radi isporuke izvođaču, kao što stoji u odredbama odnosnog ugovora i za neposredno korištenje potrebno za normalnu provedbu ugovora, bez obzira na kašnjenja ili sporove zbog rješavanja spomenutih pristojbi, poreza ili troškova;
  - (b) Ugovori o pružanju usluga, nabavi ili izvođenju radova koje izvode izvođači registrirani u Republici Hrvatskoj ili vanjski izvođači u Republici Hrvatskoj ne podliježu plaćanju poreza na dodanu vrijednost, biljega ili pristojbi za registraciju ili fiskalnih troškova s jednakim učinkom, bilo da takvi troškovi već postoje ili će se tek uvesti. Izvođači iz EU-a oslobođeni su plaćanja poreza na dodanu vrijednost (PDV-a) za pružene usluge, nabavljene robe i/ili radove koje su izvršili temeljem ugovora s EU-om uz pravo izvođača na prebijanje ili smanjenje ulaznog PDV-a plaćenog u vezi s pruženim uslugama, nabavljenim robama i/ili izvršenim radovima na sav PDV koji su naplatili za bilo koju drugu svoju transakciju. Ukoliko izvođači iz EU-a nisu u mogućnosti iskoristiti ovu mogućnost, imaju pravo na povrat PDV-a neposredno od poreznih tijela po podnošenju pisanog zahtjeva uz priloženu potrebnu dokumentaciju koju propisuje nacionalni/lokalni zakon za povrat i ovjerenu presliku predmetnog ugovora s EU-om.

U svrhu ovog Sporazuma, pojam »izvođač iz EU-a« tumači se kao fizičke i pravne osobe, koje pružaju usluge i/ili nabavljaju robe i/ili izvode radove i/ili izvršavaju potporu temeljem ugovora s EU-om. Pojam »EU ugovor« znači svaki pravno obvezujući dokument putem kojeg se neka aktivnost financira u okviru programa, a koji potpisuje EU ili Korisnik.

- (c) Dobit i/ili dohodak nastao iz ugovora s EU-om, oporezuje se u Republici Hrvatskoj u skladu s nacionalnim/lokalnim poreznim sustavom.

## **11. PRIHVATLJIVOST IZDATAKA**

- (1) Izdaci unutar programa opisanog u Dodatku A prihvatljivi su za sufinanciranje Europske unije ako su nastali nakon potpisivanja ugovora i nepovratnih sredstava kojima se provodi program, osim u slučajevima koji su izričito navedeni u Financijskoj uredbi.
- (2) Sljedeći izdaci nisu prihvatljivi za sufinanciranje iz sredstava Europske unije u okviru programa iz Dodatka A:
  - (a) porezi, uključujući poreze na dodanu vrijednost;
  - (b) carinske i uvozne pristojbe ili drugi troškovi;
  - (c) kupnja, najam ili lizing zemljišta i postojećih zgrada;
  - (d) kazne, financijske kazne i troškovi parnica;
  - (e) bankovne naknade, troškovi jamstava i slični troškovi;
  - (f) dugovi i rezervacije za gubitke ili dugove;
  - (g) kamate po dugu;
  - (h) troškovi konverzije, naknade i negativne tečajne razlike povezane s bilo kojom komponentom koja se odnosi na račune u eurima, kao i ostali čisto financijski troškovi;
  - (i) nefinancijsko sudjelovanje;
- (3) Iznimno od odredbi prethodnog stavka 2., Komisija će ovisno o slučaju odlučivati o tome jesu li sljedeći izdaci prihvatljivi:
  - porezi na dodanu vrijednost, ukoliko su ispunjeni sljedeći uvjeti:
    - (i) porezi na dodanu vrijednost ne mogu se vratiti ni na koji način;
    - (ii) ustanovljeno je da ih snosi krajnji korisnik, i
    - (iii) jasno su utvrđeni u projektnom prijedlogu.

- (4) Izdaci koji se financiraju u okviru ovog programa nisu predmet financiranja iz drugih izvora financiranja iz proračuna Europske unije.

## **12. ČUVANJE DOKUMENTACIJE**

- (1) Sva dokumentacija u vezi s Programom u Dodatku A čuva se najmanje pet godina od datuma kada Europski parlament da odriješnicu za proračunsku godinu na koju se dokumentacija odnosi.
- (2) U slučaju da program u Dodatku A ne bude konačno zatvoren unutar roka iz prethodnog stavka 1., dokumentacija koja se na njega odnosi čuva se do kraja godine koja slijedi nakon one u kojoj je program iz Dodatka A zatvoren.

## **13. VIDLJIVOST**

- (1) Svaki projekt odnosno program koji se financira iz sredstava Europske unije predmet je odgovarajućih aktivnosti komunikacije i informiranja. Te se aktivnosti utvrđuju uz odobrenje Komisije.
- (2) Ove aktivnosti komunikacije i informiranja moraju poštivati pravila koja utvrđuje i objavljuje Komisija za vidljivost vanjskih aktivnosti na snazi u vrijeme aktivnosti.

## **14. SPRJEČAVANJE NEPRAVILNOSTI I PRIJEVARE, MJERE PROTIV KORUPCIJE**

- (1) Korisnik je dužan poduzeti sve potrebne mjere za sprječavanje i suzbijanje aktivne ili pasivne korupcije u bilo kojoj fazi postupka nabave ili dodjele nepovratne pomoći, kao i tijekom provedbe odgovarajućih ugovora.
- (2) Korisnik, uključujući osoblje odgovorno za provedbu zadataka aktivnosti koje financira Europska unija, poduzet će sve mjere predostrožnosti koje su neophodne kako bi se izbjegao rizik sukoba interesa te je odmah dužan izvijestiti Komisiju o bilo kakvom sukobu interesa ili situaciji koja bi mogla prouzročiti takav sukob.
- (3) Primjenjuju se sljedeće definicije:
- a) *Nepravilnost* označava bilo kakvo kršenje odredbe primjenjivih propisa i ugovora koje proizlazi iz radnje ili propusta gospodarskog subjekta, a koje ima, ili može imati, učinak da utječe na opći proračun Europske unije kroz neopravdanu troškovnu stavku za opći proračun.
  - b) *Prijevarena* označava bilo koju namjernu radnju ili propust vezane uz: korištenje ili predstavljanje krivih, netočnih ili nepotpunih izjava ili dokumenata, koje kao učinak ima krivo doznačavanje ili zadržavanje sredstava iz općeg proračuna Europske unije ili proračuna kojima upravlja Europska unija ili netko u njeno ime; prikrivanje informacija čime se krši određena obveza s istim učinkom; pogrešna primjena takvih sredstava u svrhe različite od onih za koje su prvobitno dodijeljena.



- c) *Aktivna korupcija* definira se kao nečija namjerna radnja kojom se službeniku, za njega ili za treću stranu, obećava ili daje, neposredno ili putem posrednika, prednost bilo koje vrste kako bi djelovao ili se suzdržao od djelovanja u skladu sa svojom obvezom, ili obavljao svoje funkcije protivno službenim dužnostima na način koji šteti, ili će vjerojatno štetiti, financijskim interesima Europske unije.
- d) *Pasivna korupcija* definira se kao namjerna radnja službenika koji neposredno, ili putem posrednika, traži ili prima bilo kakvu vrstu prednosti, za sebe ili treću stranu, ili prihvaća obećanje takve prednosti, kako bi djelovao ili se suzdržao od djelovanja u skladu sa svojom dužnošću, ili obavljao svoju funkciju protivno službenim dužnostima na način koji šteti, ili će vjerojatno štetiti, financijskim interesima Europske unije.

## **15. NADZOR, KONTROLA I REVIZIJA KOMISIJE I EUROPSKOG REVIZORSKOG SUDA**

- (1) Svi ugovori mogu biti predmet nadzora i financijske kontrole od strane Komisije uključujući Europski ured za borbu protiv prijevara (European Anti-Fraud Office, OLAF) i revizija Europskog revizorskog suda. Valjano opunomoćeni zastupnici ili predstavnici Komisije i OLAF-a imaju pravo provoditi sve tehničke i financijske provjere koje Komisija ili OLAF smatraju potrebnima za praćenje provedbe programa uključujući obilaske lokacija i prostorija u kojima se provode aktivnosti financirane iz sredstava Europske unije. Komisija o takvim misijama unaprijed izvještava nadležna nacionalna tijela.
- (2) Korisnik je dužan dostaviti sve informacije i dokumente koji se od njega zatraže, uključujući sve računalne podatke i poduzeti sve odgovarajuće mjere kako bi olakšao rad osobama koje obavljaju revizije ili inspekcije.
- (3) Radi osiguranja učinkovite zaštite financijskih interesa Europske unije, Komisija, uključujući OLAF, može također provesti provjere i preglede dokumentacije i na licu mjesta u skladu s odredbama o postupanju Uredbe Vijeća (EZ, Euratom) 2185/1996 od 11. studenog 1996.<sup>3</sup> Ove provjere i pregledi bit će pripremljeni i provedeni u uskoj suradnji s nadležnim tijelima koje odredi Korisnik, koji će biti na vrijeme obaviješten o predmetu, svrsi i pravnom utemeljenju provjera i pregleda, kako bi oni mogli pružiti svu potrebnu pomoć. Korisnik će utvrditi službu koja će na traženje OLAF-a pomagati u provedbi istraga u skladu s Uredbom Vijeća (EZ, Euroatom) 2185/1996. Ukoliko Korisnik želi, provjere na licu mjesta i pregledi mogu biti provedeni zajednički. Kada sudionici u aktivnostima koje financira Europska unija odbijaju provjere ili preglede na licu mjesta, Korisnik, djelujući u skladu s nacionalnim pravilima, je dužan pružiti Komisiji/inspektorima OLAF-a pomoć kakva im je potrebna kako bi im se omogućilo da obave svoju dužnost u provedbi provjera ili pregleda na licu mjesta. Komisija odnosno OLAF

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<sup>3</sup> SL L 292, 15.11.1996., str 2.

izvještavaju Korisnika čim prije je to moguće o svim činjenicama ili sumnjama vezanim uz nepravilnost o kojoj su stekli spoznaju tijekom provjere ili pregleda na licu mjesta. U svakom slučaju, Komisija odnosno OLAF moraju izvijestiti prethodno navedeno tijelo o rezultatu takvih provjera i pregleda.

- (4) Prethodno opisane kontrole i revizije primjenjive su na sve izvođače i podizvođače koji su primili sredstava Europske unije.
- (5) Ne dovodeći u pitanje nadležnosti Komisije i Europskog revizorskog suda, računi i operacije provedene prema ovom Sporazumu mogu se provjeravati prema vlastitoj odluci Komisije od strane same Komisije ili nekog vanjskog revizora kojeg imenuje Komisija.
- (6) Korisnik je dužan osigurati provođenje istrage i učinkovito postupanje u slučajevima kod kojih postoji sumnja u prijevare i nepravilnosti i osigurati funkcioniranje mehanizma kontrole i izvješćivanja istovjetnog onome predviđenom u Uredbi Komisije (EZ-a) br. 1828/2006 od 8. prosinca 2006<sup>4</sup>. Komisija mora bez odgađanja biti izvještena u slučaju postojanja sumnje u prijevaru ili nepravilnost.

## **16. POVRAT SREDSTAVA U SLUČAJU NEPRAVILNOSTI ILI PRIJEVARE**

Bilo kakva dokazana nepravilnost ili prijevara otkrivena u bilo kojem trenutku tijekom provedbe pomoći u okviru programa ili kao rezultat revizije, dovest će do povrata sredstava Komisiji.

## **17. TUMAČENJE**

- (1) Ako u ovom Sporazumu nema izričite suprotne odredbe, pojmovi koji se koriste u ovom Sporazumu imaju isto značenje kao ono koje im je pripisano u Financijskoj uredbi i Provedbenim pravilima.
- (2) Ako u ovom Sporazumu nema izričite suprotne odredbe, pozivanje na ovaj Sporazum predstavlja pozivanje na ovaj Sporazum kako je povremeno izmijenjen, dopunjen ili zamijenjen.
- (3) Svako pozivanje na uredbe Vijeća ili Komisije odnosi se na onu inačicu tih uredbi kako je naznačeno. Ukoliko je potrebno, izmjene tih uredbi prenijet će se u ovaj Sporazum pomoću izmjena i dopuna.
- (4) Naslovi u ovom Sporazumu nemaju pravno značenje i ne utječu na njegovo tumačenje.

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<sup>4</sup> SL L 371, 27.12.2006., str. 4.

## **18. DJELOMIČNA NIŠTAVOST I NENAMJERNE PRAZNINE**

- (1) Ukoliko neka odredba ovog Sporazuma je ili postane ništava ili ako ovaj Sporazum sadrži nenamjerne praznine, to neće utjecati na valjanost ostalih odredbi ovo Sporazuma. Stranke će zamijeniti ništavu odredbu valjanom odredbom koja će biti što je moguće bliža svrsi i namjeri ništave odredbe.
- (2) Stranke će popuniti sve nenamjerne praznine odredbom koja najbolje odgovara svrsi i namjeri ovog Sporazuma u skladu s Financijskom uredbom i Provedbenim pravilima.

## **19. PREISPITIVANJE I IZMJENE I DOPUNE**

- (1) Provedba ovog Sporazuma podliježe periodičnom preispitivanju u vremenskim razdobljima dogovorenim između stranaka.
- (2) Svaka izmjena i dopuna dogovorena između stranaka će biti u pisanom obliku i bit će sastavni dio ovog Sporazuma. Takva izmjena i dopuna stupa na snagu s datumom koji odrede stranke.

## **20. PRESTANAK**

- (1) Ne dovodeći u pitanje stavak 2., ovaj Sporazum prestaje osam godina nakon njegova potpisivanja. Prestanak ovog Sporazuma ne priječi Komisiju u izvršenju financijskih ispravaka sukladno članku 9.
- (2) Ovaj Sporazum može okončati bilo koja od stranaka pisanom obaviješću drugoj stranci. Ovakav prestanak stupa na snagu šest kalendarskih mjeseci od datuma pisane obavijesti.

## **21. RJEŠAVANJE RAZLIKA**

- (1) Razlike nastale uslijed tumačenja, izvršavanja i provedbe ovog Sporazuma, na bilo kojoj i svim razinama sudjelovanja, rješavat će se mirnim putem konzultacijama između stranaka.
- (2) U slučaju da se razlike ne uspiju riješiti mirnim putem, svaka stranka može pitanje podnijeti na arbitražu u skladu s Fakultativnim pravilima o arbitraži između međunarodnih organizacija i država pri Stalnom arbitražnom sudištu na snazi na datum potpisivanja ovog Sporazuma.
- (3) Jezik koji će se koristiti u arbitražnom postupku je engleski jezik. Po primitku pisanog zahtjeva jedne od stranaka tijelo za imenovanje bit će glavni tajnik Stalnog arbitražnog sudišta. Pravorijek arbitra je obvezujući za sve stranke i bez prava na žalbu.

## **22. OBAVIJESTI**

- (1) svaka komunikacija u vezi s ovim Sporazumom bit će u pisanom obliku i na engleskom jeziku. Svaka komunikacija mora biti potpisana i dostavljena kao izvorni dokument ili putem telefaksa.
- (2) Svaka komunikacija u vezi s ovim Sporazumom mora se slati na sljedeće adrese:

*Za Komisiju:*

Gosp. Gerhardt Schumann-Hitzler  
Direktor D  
Glavna uprava za proširenje  
CHAR 05/114  
B-1049 Bruxelles

Faks: +32 2 2979705

*Za Korisnika:*

mr. sc. Božidar Pankrećić  
potpredsjednik Vlade Republike Hrvatske i ministar  
regionalnog razvoja, šumarstva i vodnoga gospodarstva  
Trg kralja Petra Krešimira IV, br.1  
10 000 Zagreb  
Hrvatska  
Faks: +385 1 6400 644

## **23. BROJ IZVORNIKA**

Ovaj Sporazum sastavljen je u dva izvornika na engleskom jeziku.

## **24. DODACI**

Dodatak A predstavlja sastavni dio ovog Sporazuma.

## **25. STUPANJE NA SNAGU**

Ovaj Sporazum stupa na snagu datumom na koji Primateljica obavijesti Komisiju da su u Republici Hrvatskoj ispunjeni svi unutarnji postupci potrebni za stupanje na snagu ovog Sporazuma.

Potpisano za i u ime Vlade Republike Hrvatske

mr. sc. Božidar Pankreć, v.r.  
potpredsjednik Vlade Republike Hrvatske i  
ministar regionalnog razvoja, šumarstva i vodnoga gospodarstva

Zagreb

Dana: 27. 12. 2010.

Potpisano za i u ime Komisije

Gerhardt Schumann-Hitzler, v.r.  
Director D  
Glavna uprava za proširenje

Bruxelles

Dana: 20. 12. 2010.

**DODATAK A IZMJENE I DOPUNE POKUSNOG PROGRAMA ZA  
OČUVANJE I OBNAVLJANJE KULTURNE BAŠTINE U  
PODRUČJIMA SUKOBA NA ZAPADNOM BALKANU ZA  
2009. GODINU, USVOJENE ODLUKOM KOMISIJE  
C(2010)8408 OD 6. PROSINCA 2010. GODINE**

## DODATAK A

### Izmjena i dopuna 1. – Pokusni program za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu

#### 1. IDENTIFIKACIJA

Korisnik	Hrvatska, Crna Gora i Srbija
Broj CRIS	2009/021-771
Godina	2009.
Trošak	3 milijuna eura
Provedbeno tijelo	Europska komisija, osim za Projekt 1.: Projekt 1. provodit će se zajedničkim upravljanjem s Programom Ujedinjenih naroda za razvoj (UNDP)
Konačan datum za zaključivanje sporazuma o financiranju	Najkasnije do 31. prosinca 2010.
Konačni datumi za ugovaranje	Dvije godine nakon datuma zaključivanja sporazuma o financiranju. Nema roka za ocjenjivanje projekata obuhvaćenih ovim sporazumima o financiranju iz članka 166. stavak 2. Financijske uredbe. Ovi datumi primjenjuju se i na nacionalno sufinanciranje.
Konačni datumi za izvršenje	Dvije godine nakon krajnjeg datuma za ugovaranje. Ovi datumi primjenjuju se i na nacionalno sufinanciranje.
Šifra sektora	41040
Predmetna proračunska linija	22.0208 Pokusni projekt za očuvanje i obnavljanje kulturne baštine u područjima sukoba
Voditelj sektora	Jedinica D3 Regionalni programi, Glavna uprava za proširenje
Voditelj provedbe	(1) Delegacija Europske unije u Republici Hrvatskoj (2) Delegacija Europske unije u Republici Crnoj Gori (3) Delegacija Europske unije u Republici Srbiji (4) Jedinica D3 Regionalni programi, Glavna uprava za proširenje

#### 2. PROJEKTI

##### 2.a Opis projekata

Proračunsko tijelo je alociralo iznos od 3 milijuna eura prema članku 22.0208 proračuna Europskih zajednica za 2009. godinu za razvoj pokusnog programa za očuvanje i obnavljanje kulturne baštine u područjima sukoba.

Kroz ovaj pokusni program Komisija namjerava, između ostalih ciljeva, obnoviti lokalitete kulturne baštine pogođene ratnim djelovanjima, pridonijeti održivom razvoju lokaliteta u pogledu vrijednih kulturnih objekata, unaprjeđivati međukulturni dijalog i pomirbu, podizati svijest o kulturnoj raznolikosti na zapadnom Balkanu među mladima te poduprijeti ljudski ili lokalni gospodarski razvoj.

Predviđa se da bi svako iskustvo stečeno u okviru ovog pokusnog programa moglo poslužiti za razvoj trajnog i šireg pristupa očuvanju i obnavljanju kulturne baštine u područjima sukoba i u drugim geografskim regijama.

Ovaj pokusni program bit će razvijen kroz tri različita, premda dopunjujuća projekta, koji obuhvaćaju različite vidove obnove kulturne baštine, odnosno: prekograničnu komponentu, lokalni razvoj pograničnog područja, industrijsku baštinu i pomirbu zajednica. U okviru ovog pokusnog programa također je predviđena i dodatna komponenta evaluacije.

Projekt 1. ima za cilj obnovu vanjskog izgleda najreprezentativnijeg nacionalnog spomenika ratom pogođenog grada Vukovara u Republici Hrvatskoj, Radničkog doma, pridonoseći također i očuvanju gradskog središta, radi unaprjeđenja međukulturnog i međuetničkog dijaloga unutar zajednice i procesa socijalnog i gospodarskog oživljavanja Vukovara.

Projekt 2. usmjeren je na obnovu otomanske tvrđave Besac smještene na albansko-crnogorskoj granici Skadarskog jezera. Spomenik će služiti kao katalizator za socioekonomski razvoj pograničnog područja.

Projekt 3. ima za cilj obnoviti stari industrijski centar i rudnik ugljena u Senjskom Rudniku u Srbiji i pretvoriti ih u regionalni centar industrijske baštine, čime će pridonijeti održivom turizmu i razvoju.

**Projekt 1. - ARCH-Vukovar: „Baština kao sredstvo razvoja. Obnova arhitektonske baštine u središtu grada Vukovara – Održivo oživljavanje i razvoj ratom pogođene zajednice“ – Republika Hrvatska**

Projekt 1. pridonijet će pomirbi između različitih zajednica u Republici Hrvatskoj kroz kulturnu, socijalnu i ekonomsku obnovu ratom pogođenog grada Vukovara i revitalizaciju jednog od njegovih najznačajnijih simboličkih spomenika, Radničkog doma. Projekt će pridonijeti obnavljanju gradske materijalne i nematerijalne kulturne baštine.

*Očekivani rezultati*

- (1) Vanjska obnova Radničkog doma;
- (2) Uspostavljen mehanizam za potpuno sudjelovanje dionika različitog etničkog i kulturnog podrijetla u donošenju odluka u vezi s arhitektonskom i kulturnom baštinom u gradu Vukovaru; Povećana svijest o važnosti zajedničke baštine u Vukovaru i mogućnostima njene integracije u razvoj, posebno razvoj turizma;
- (3) Poboljšana sposobnost svih dionika.

**Aktivnost 1.: Restauracija, konzervacija, obnova i revitalizacija odabrane kulturno-povijesne imovine**

Aktivnost 1. bit će usmjerena na vanjsku obnovu/restauraciju Radničkog doma u Vukovaru. Objekt je jedna od najreprezentativnijih zgrada u vukovarskom baroknom



središtu. Zbog svog smještaja bio je sastajalište građana Vukovara bez obzira na njihovo etničko podrijetlo i mjesto na kojem su se održavali brojni kulturni događaji u gradu. Za vrijeme rata, kompleks je pretrpio golemu štetu. Potpuna obnova ovog objekta trajat će nekoliko godina zbog posebnih potreba za proces popravka uslijed djelovanja vremenskih uvjeta, kao i zbog veličine objekta.

Aktivnost 1. uključit će koordinaciju i nadzor projekta (aktivnost 1.1), pripremu opisa posla za radove na obnovi/restauraciji (aktivnost 1.2) kao i stvarne radove (aktivnost 1.3).

Aktivnost 1.1: Organizacija pripremnih aktivnosti (kao što je to Opis posla i zadatak izrade projekta koji su potrebni radi osiguranja tehničke dokumentacije za dio pročelja koje nedostaje, kao i detaljni nacrti vanjske stolarije. Ova će se dokumentacija pripremati u uskoj suradnji s Ministarstvom kulture, Upravom za zaštitu kulturne baštine, Konzervatorskim odjelom u Vukovaru.

Aktivnost 1.2: Pripremit će se podrobno razrađeni Opis posla i Troškovnik za ugovor o radovima.

Aktivnost 1.3: Provest će se aktivnosti obnove/restauracije, najvjerojatnije kroz tri ugovora o radovima (koji obuhvaćaju vanjsku stolariju, ulično pročelje i dvorišno pročelje).

## **Aktivnost 2.: Uspostavljanje modela za uključivanje građana u proces odlučivanja.**

Aktivnosti u okviru ovog dijela imat će za cilj uspostaviti model za uključivanje građana u proces odlučivanja o namjeni Radničkog doma. UNDP će omogućiti uključivanje svih dionika različitog kulturnog i etničkog podrijetla u proces izgradnje konsenzusa o budućoj namjeni unutarnjeg prostora Radničkog doma.

## **Aktivnost 3.: Promicanje kulturne raznolikosti, zajedničke baštine i aktivnosti širenja informacija**

Ove aktivnosti bi trebale unaprijediti međukulturni dijalog o baštini koju dijele građani vukovarske zajednice. Pri provedbi ovih aktivnosti, bit će potrebno uključiti lokalne nevladine organizacije uključene u očuvanje kulture, u promicanje međukulturnog dijaloga i/ili rad s mladima. U tom će se cilju organizirati nekoliko podaktivnosti:

- Rad s učenicima osnovnih škola na temu „Naša zajednička baština – ponovna izgradnja višeetničkog društva“;
- Predstavljanje projekata u javnosti i javne rasprave
- Objavljivanje turističkog materijala

## **Aktivnost 4.: Razvoj kapaciteta ljudskih potencijala i gospodarski razvoj**

Aktivnost 4. će biti usmjerena na sljedeće podaktivnosti:

- Organizaciju seminara i radionica u vezi s restauracijom i kulturom kao sredstvom za unaprjeđenje lokalnog i regionalnog gospodarskog razvoja.
- Studijska putovanja za studente i učenike srednjih škola kao i za učenike iz sustava strukovnog obrazovanja i osposobljavanja.

Sve aktivnosti će se provoditi pomoću sporazuma o sufinanciranju s UNDP-om pod zajedničkom upravom na iznos od 1 milijun eura koji će se zaključiti u prvom

tromjesečju 2011. godine u skladu s uvjetima Financijskog i administrativnog okvirnog sporazuma (FAOS) između Europske unije i Ujedinjenih naroda potpisanog 29. travnja 2003. godine.

### **Projekt 2. – Revitalizacija kulturne baštine u okviru održivog razvoja u Besacu – Crna Gora**

Projekt 2. namjerava unaprijediti gospodarski održiv razvoj kulturnih dobara u južnoj Crnoj Gori obnavljanjem otomanske utvrde Besac radi turističke promidžbe na albansko-crnogorskom graničnom području Skadarskog jezera.

#### *Očekivani rezultati*

Utvrda Besac u Virpazaru obnovljena, a Skadarsko jezero predstavljeno kao prepoznata turistička atrakcija. Stoga će utvrda biti zaštićena dok postaje mjesto turističkih posjeta i organizacije sajмова od strane lokalnog stanovništva.

#### **Aktivnost 1.: Pripremne aktivnosti: Prikupljanje potrebne projektne dokumentacije**

Ova aktivnost uključuje prikupljanje potrebne dokumentacije radi provedbe projekta. Provođit će se i u potpunosti će ju financirati nacionalno tijelo te će se smatrati nefinancijskim sudjelovanjem (neće se smatrati dijelom sufinanciranja).

#### **Aktivnost 2.: Nadzor**

Ovu će aktivnost provoditi i u potpunosti financirati nacionalna tijela. Jedan ugovor o uslugama za nadzor radova na iznos od 50.000 eura bit će pokrenut u prvom tromjesečju 2010. godine (paralelno sufinanciranje).

#### **Aktivnost 3.: Obnova i revitalizacija**

Ova aktivnost uključuje pripremne i prioritetne radove, konzervatorske i restauratorske radove kao i revitalizaciju – infrastrukturnu opremu. Ova će se aktivnost provoditi putem jednog ugovora o radovima. Poziv na podnošenje ponuda bit će objavljen u ovu svrhu u prvom tromjesečju 2010. godine.

#### **Aktivnost 4.: Svijest i promidžba**

Izrada i tiskanje prospekata i publikacija, kao i izrada internetske stranice. Ovu će aktivnost provoditi i u potpunosti financirati nacionalno tijelo te će se smatrati nefinancijskim sudjelovanjem (neće se smatrati dijelom sufinanciranja).

### **Projekt 3. – Objekt kulturne baštine u Senjskom Rudniku - Srbija**

Projekt 3. usmjeren je na socioekonomsku revitalizaciju područja u nazadovanju u Senjskom Rudniku u Srbiji, kroz restauraciju kulturne baštine. Ove mjere obnove donijet će korist lokalnom zapošljavanju i gospodarskoj revitalizaciji uz smanjenje depopulacije tog područja.

#### *Očekivani rezultati*

- (1) Lokalitet obnovljen i uvjeti uspostavljeni za održivi razvoj Senjskog Rudnika;
- (2) Ljudski kapaciteti poboljšani za ispunjenje raznih profesionalnih zadataka mjerodavnih za održivi razvoj Senjskog rudnika;
- (3) Uspostavljanje Regionalnog centra baštine;

#### (4) Očuvanje okolnog krajobraza.

Projekt 3. razvijat će se kroz četiri glavne aktivnosti: restauraciju objekata „Aleksandrovog potkopa“, izgradnju kapaciteta i profesionalnog usmjeravanja za lokalnu zajednicu, uspostavljanje Regionalnog centra baštine s turističkim uredom i dokumentacijskim centrom te razvijanje svijesti i promidžbene aktivnosti.

#### **Aktivnost 1. – Restauracija objekata „Aleksandrovog potkopa“**

Kompleks okna rudnika sastoji se od tri objekta kojima je potrebna hitna intervencija kako bi se spriječilo daljnje propadanje. Aktivnost ima za cilj provedbu svih potrebnih radova kako bi se osigurala restauracija i konzervacija tih objekata i svih povezanih okolnih objekata, uključujući i čišćenje rudnika i rudarskih okana kako bi se osposobili za didaktičke aktivnosti. Potrebno je uspostaviti odgovarajuću signalizaciju i povezanost koje bi poslužile za nove svrhe restauriranih objekata. Odgovarajuće instalacije također trebaju biti uspostavljene radi organiziranja izložbi na otvorenom. Radovi će se provoditi prema već postojećim preinvesticijskim studijama.

Aktivnost 1. provodit će se kroz jedan ugovor o radovima nakon poziva za podnošenje ponuda čija se objava očekuje u prvom tromjesečju 2010. godine; i jedan ugovor o uslugama nakon postupka natjecateljskog pregovaranja koji će biti pokrenut u prvom tromjesečju 2010. godine.

#### **Aktivnost 2. – Izgradnja kapaciteta i profesionalno usmjeravanje**

Stanovništvo lokalne zajednice bit će upoznato s mogućim prilikama za diversifikaciju lokalnog gospodarstva u vezi s obnovom Senjskog Rudnika. Osigurat će se izgradnja kapaciteta i profesionalno usmjeravanje radi pokretanja gospodarskih aktivnosti povezanih s očuvanjem muzeja na otvorenom, dolaska posjetitelja i promicanja lokalnih tradicija. Ova izgradnja kapaciteta i profesionalno usmjeravanje planira se provoditi kroz tečajeve i pokazne aktivnosti posebno namijenjene lokalnom stanovništvu.

Aktivnost 2. (kao i aktivnost 4.) provodit će se kroz jedan ugovor o uslugama. Objava poziva na podnošenje ponuda očekuje se u prvom tromjesečju 2010. godine.

#### **Aktivnost 3. – Uspostava Regionalnog centra baštine**

Regionalni centar baštine Senjski Rudnik potrebno je uspostaviti i opremiti kao trajnu strukturu koja upravlja, promiče i čuva lokalitet baštine. Osim upravljanja cijelim muzejskim područjem i osiguranja očuvanja i održavanja, Centar će raditi i kao Centar za posjetitelje, Turistički informativni centar, kao i Informacijski i dokumentacijski centar. Cilj mu je odigrati ključnu ulogu na regionalnoj razini, nastojeći podržati i promicati inicijativu. Pokretanje centra sastojat će se od određivanja odgovarajućeg sjedišta centra, njegove obnove, opremanja i zapošljavanja.

Aktivnost 3. omogućit će se kroz ugovor o nabavi roba potreban radi propisnog opremanja Regionalnog centra baštine. Očekuje se da će poziv za podnošenje ponuda biti objavljen u trećem tromjesečju 2010. godine.

#### **Aktivnost 4. – Svijest i promidžba**

Pokusni projekt Senjski Rudnik bit će učinkovit samo ako je odgovarajuće prepoznat i promican. Ova aktivnost ima dva cilja. S jedne strane cilj joj je razvoj osjećaja za očuvanje krajobraza koji se uglavnom osjeća među lokalnom zajednicom koji bi se

pretvorio u formalne akte i propise. Do te će se mjere ostvariti pristup sudjelovanja u lokalnom razvoju. S druge strane, brojne intervencije bit će potrebne za odgovarajuću promidžbu lokaliteta kao destinacije od interesa, kao što su: organizacija konferencija i događanja, izdavanje promidžbenih materijala i publikacija (uključujući multimedijske), uspostava internetske stranice, korporativni imidž, itd. Centar regionalne baštine trebat će biti uključen u Regionalnu rutu mreže industrijske baštine kao poveznicu za ERIH (Europska ruta industrijske baštine).

Aktivnost 4. provodit će se kroz isti ugovor o uslugama kao i aktivnost 2. Očekuje se da će poziv za podnošenje ponuda biti objavljen u prvom tromjesečju 2010. godine.

#### **Projekt 4. – Komponenta evaluacije:**

Dodatni iznos od 25.000 eura predviđen je za provedbu evaluacije pokusnog programa koji obuhvaća programe za 2008.<sup>5</sup> i 2009. godinu. Evaluacija će se provesti radi analize utjecaja pet projekata poduzetih u okviru pokusnog programa:

- 2008/020-467-Projekt 1.- Razvoj objekta regionalne kulturne baštine na Kosovu<sup>6</sup>.
- 2008/020-467-Projekt 2-ARCH-Stolac: „Baština kao most između zajednica. Obnova arhitektonske baštine u središtu grada Stoca – Održivo oživljavanje i razvoj ratom pogođene zajednice“ – Bosna i Hercegovina.
- 2009/021-771- Projekt 1-ARCH-Vukovar: Baština kao sredstvo razvoja. Obnova arhitektonske baštine u središtu grada Vukovara - Održivo oživljavanje i razvoj ratom pogođene zajednice – Hrvatska.
- 2009/021-771- Projekt 2- Revitalizacija kulturne baštine u okviru održivog razvoja u Besacu – Crna Gora.
- 2009/021-771- Projekt 3- Objekt kulturne baštine u Senjskom Rudniku – Srbija.

Rezultati će poslužiti za buduću referencu za aktivnosti Komisije u području kulturne baštine na drugim geografskim područjima.

Projekt 4. provodit će se putem posebnog ugovora u okviru Okvirnog ugovora, koji će u tu svrhu biti pokrenut u drugom tromjesečju 2011. godine.

#### **2.b Pregled prošle i sadašnje pomoći (EU / MFI / bilateralna i nacionalna pomoć) uključujući stečena iskustva i donatorsku koordinaciju**

U području kulturne baštine provode se određene aktivnosti koje su uglavnom namijenjene obnovi i restauraciji kulturnih lokaliteta, često vjerske naravi. Komisija je pojačala svoje aktivnosti na regionalnoj razini pokretanjem, u svibnju 2008. godine, „Ljubljanskog procesa – financiranje obnove baštine na jugoistoku Europe“, zajedničku aktivnost Vijeća Europe i Komisije. Na nacionalnoj razini, u tijeku je nekoliko projekata, uglavnom u Hrvatskoj, s ciljem poticanja turizma i razvoja lokalnih kapaciteta. U ovim projektima aktivno sudjeluju lokalna tijela i organizacije civilnog društva.

Prvi pokusni program pokrenut je za 2008. godinu, a bio je usmjeren na dva projekta. Projekt 1. u cilju uspostave mogućnosti osposobljavanja radi održavanja i razvoja daljnjih vještina restauracije/obnove u Prizrenu na Kosovu, a Projekt 2. kombinirajući

<sup>5</sup> Odluka Komisije C(2009)1842 od 19.03.2009.

<sup>6</sup> prema Rezoluciji Vijeća sigurnosti UN-a 1244/99.

obnovu lokaliteta kulturne baštine s lokalnim gospodarskim razvojem, pomirbu i promicanje tolerancije i kulturne raznolikosti unutar zajednice u Stocu u Bosni i Hercegovini. Provedba ovih projekata nije još započela.

Stečena iskustva nastavljaju se na iskustvo u provedbi prethodnih projekata kulturne baštine u ovom području. Glavna stečena iskustva odnose se na činjenicu da je svaku aktivnost povezanu s idejom „međukulturnog dijaloga“ potrebno formulirati u uskoj suradnji s dionicima radi izgradnje najšireg mogućeg konsenzusa. Potpuno uključivanje širokog opsega lokalne zajednice potrebno je postići radi razvoja svih projekata u ovom području.

Program će također uzeti u obzir akcije poduzete u okviru drugih financijskih instrumenata koji se bave kulturnom baštinom, kao što je to Instrument za pretprijetnu pomoć (IPA).

## **2.c Pitanja od zajedničkog interesa**

### **Jednake mogućnosti**

U provedbi aktivnosti u okviru odjeljka 2.b, neće biti prihvaćena nikakva diskriminacija na osnovi etničkog podrijetla, vjere i uvjerenja, invaliditeta, spola i spolne orijentacije.

Projekti u okviru ovog pokusnog programa posebno će osigurati rodno osviještene politike, jednake mogućnosti i pitanja manjina kako unutar ciljnih institucija tako i neposrednih rezultata. Tim stručnjaka uključenih u projekte mora posjedovati mjerodavne vještine radi osiguranja učinkovite rodno osviještene politike, jednakih mogućnosti i uključivanja/sudjelovanja manjina.

### **Okoliš**

Korisnici i/ili organizacije kojima je dodijeljena provedba projekata u okviru ovog pokusnog programa poduzet će aktivnosti kako se ne bi narušio okoliš, a bit će u skladu s okolišnim zakonodavstvom u Hrvatskoj, Crnoj Gori i Srbiji. Radovi na obnovi bit će posebno u skladu s utjecajem na okoliš kako je navedeno u mjerodavnim Uredbama usklađenim sa Zakonom o zaštiti okoliša.

### **Manjine**

Jedan od ciljeva ovog programa je unaprjeđenje međukulturnog dijaloga i razumijevanja unutar zajednice u Vukovaru u Hrvatskoj. Korisnici i/ili organizacije kojima je dodijeljena provedba projekta osigurat će poštivanje stanovništva Vukovara i njegovih manjina i uključiti ih u provedbu projekta. S obzirom na obuhvat ovog projekta i stanje u vukovarskom području, posebna pažnja posvetit će se ovom pitanju od zajedničkog interesa prilikom organiziranja aktivnosti širenja informacija i osposobljavanja predviđenih u ovom projektu. Osim toga, korisnici trebaju osigurati uravnoteženu zastupljenost vukovarskih manjina u aktivnostima osposobljavanja predviđenih ovim projektima.

U pogledu Crne Gore, projekt će uzeti u obzir načelo prava manjina, kako je sadržano u Ustavu Crne Gore. Utvrda smještena na albansko-crnogorskoj granici poslužiti će kao dobra osnova za socioekonomsku i turističku suradnju između obje zemlje i u korist cjelokupne zajednice Skadarskog jezera. Lokalno stanovništvo imat će jednake mogućnosti za predstavljanje svojih obrta na sajmovima i koristiti sve kulturne i gospodarske aktivnosti u restauriranoj utvrdi.

U slučaju Srbije, zajednica, od samog početka sastavljena od brojnih inženjera, rudara i radnika koji dolaze iz raznih krajeva Europe, stvorila je snažan poseban identitet koji se zasniva na multikulturalnosti, dijalogu i toleranciji – čak i u razdobljima ratova i sukoba na Balkanu. Ova baštinska zajednica tipičan je primjer europske industrijske povijesti, koju povremeno karakterizira intenzivna mobilnost radnika. Očuvana baština također je, premda geografski ograničena, očigledno svjedočanstvo transnacionalnog karaktera industrijalizacije i postojanja zajedničkog transnacionalnog europskog kulturnog identiteta zasnovanog na jedinstvu različitosti.

## 2.d Uvjeti

U slučaju da se jedan ili više gore navedenih uvjeta ne ispuni, razmotrit će se odgoda ili ukidanje projekta ili pojedinih aktivnosti.

- Obveza svih mjerodavnih dionika tijekom cijele provedbe projekata: nacionalna, savezna, regionalna i lokalna tijela u Hrvatskoj, Crnoj Gori i Srbiji, kao i lokalne i međunarodne nevladine organizacije i druge javne i privatne institucije;
- Potpisivanje brojnih sporazuma/dozvola između javnih tijela, Europske komisije i privatnih osoba potrebno za provedbu svake pojedine aktivnosti (npr. o postupcima za odlučivanje, pravima, obvezama i budućem održavanju Radničkog doma u Vukovaru; dozvola za restauraciju objekata „Aleksandrovog potkopa“ i odluka o uspostavi Regionalnog centra baštine u Senjskom Rudniku);
- Potrebno je osigurati koordinaciju s mjerodavnim dionicima u području kulturne baštine;
- Osiguranje sufinanciranja od strane Hrvatske i Crne Gore radi provođenja potrebnih aktivnosti.

Nadalje, potrebno je napomenuti da postoji rizik od povećanih troškova ukoliko dođe do daljnjeg propadanja imovine, ili do povećanja mjere do koje je ugrožena kao posljedica toga što je bila nezaštićena prije početka provedbe projekta.

Ukoliko se na početku radova otkriju prethodno nepoznati arheološki nalazi, njihov pregled, katalogiziranje i zaštita mogli bi utjecati na vremenski tijek i troškove provedbe projekta. Takvi će se nalazi prijaviti mjerodavnim ministarstvima entiteta te će se podnijeti zahtjev za njihov pregled i za sredstva koja će se osigurati za njihovo konzerviranje kao žurno pitanje.

## 2.e Referentne vrijednosti

	2010.		2011.		UKUPNO	
	EU	NF*	EU	NF*	EU	NF*
Broj objavljenih natječaja	5	1	0	0	5	1
Broj objavljenih poziva za podnošenje prijedloga	0	0	0	0	0	0
Okvirni ugovor	0	0	1	0	1	0

Ugovor o sufinanciranju			0	0	1	0	1	0
Stopa ugovaranja (%)			71,4	100	28,6	0	100	100

\* U slučaju paralelnog sufinanciranja.

### 3. PRORAČUN (IZNOSI U EUR)

#### 3.1. Indikativna proračunska tablica

Centralizirano /zajedničko upravljanje	Izgradnja institucija (II)					Investicija (INV)					Ukupno (II + INV)	Ukupno sufinanciranje EU	
	Ukupni izdatak	Sufinanciranje EU		Nacionalno sufinanciranje*		Ukupni izdatak	Sufinanciranje EU		Nacionalno sufinanciranje*		EUR (g)=(a)+(d)	EUR (h)=(b)+(e)	% <sup>(2)</sup>
		EUR (a)=(b)+(c)	EUR (b)	% <sup>(1)</sup>	EUR (c)		% <sup>(1)</sup>	EUR (d)=(e)+(f)	EUR (e)	% <sup>(1)</sup>			
Projekt 1. - Vukovar						1 340 000	1 000 000	74,6	340 000	25,4	1 340 000	1 000 000	33,3
Sporazum o sufinanciranju – sve aktivnosti						1 340 000	1 000 000	74,6	340 000	25,4	1 340 000	1 000 000	
Projekt 2 - Besac	0	0	0	0	0	525 000	475 000	90,5	50 000	9,5	525 000	475 000	15,8
Aktivnost 2						50 000	0	0	50 000	100	50 000	0	–
Aktivnost 3						475 000	475 000	100	0	0	475 000	475 000	–
Projekt 3 - Senjski Rudnik	500 000	500 000	100	0	0	1 000 000	1 000 000	100	0	0	1 500 000	1 500 000	50
Aktivnost 1						750 000	750 000	100	0	0	750 000	750 000	–
Aktivnost 1.1						551 000	551 000	100	0	0	551 000	551 000	–
Aktivnost 1.2						199 000	199 000	100	0	0	199 000	199 000	–
Aktivnost 2 i 4	500 000	500 000	100	0	0						500 000	500 000	–



<b>Aktivnost 3</b>						250 000	250 000	100	0	0	250 000	250 000	-	
<b>Projekt 4 - Evaluacija</b>		25 000	25 000	100	0	0	0	0	0	0	25 000	25 000	0,9	
<b>UKUPNO</b>		525 000	525 000	100	0	0	2 865 000	2 475 000	86,4	390 000	13,6	3 390 000	3 000 000	100

\* sufinanciranje (javno i privatno nacionalno i/ili međunarodno sufinanciranje) koje osiguravaju nacionalni sudionici

(1) Izraženo u % od ukupnih izdataka II ili INV (stupac (a) ili (d)).

(2) Izraženo u % od ukupnog zbroja stupca (h).

### **3.2. Načelo sufinanciranja koje se primjenjuje na projekte financirane u okviru programa**

Sufinanciranje Zajednice koje predstavlja 88,5% ukupnog proračuna namijenjenog ovom programu izračunava se u odnosu na **prihvatljivi izdatak**, koji se u slučaju centraliziranog upravljanja zasniva na **ukupnim izdacima**. Paralelno sufinanciranje koristit će se posebno za projekte 1 i 2.

Kod svih projekata, nacionalna i lokalna tijela namjeravaju poduzeti paralelne inicijative kao dopunu projektnim aktivnostima.

## **4. PROVEDBENE STRUKTURE**

### **4.1. Metoda provedbe**

Za projekte 2, 3 i 4, program će biti proveden na centraliziranoj osnovi od strane Europske komisije u skladu s člankom 53.a Financijske uredbe<sup>7</sup> i pripadajućim odredbama Provedbenih pravila.

Za Projekt 1, program će provoditi Delegacija Europske unije u Republici Hrvatskoj zajedničkim upravljanjem s UNDP-om u skladu s člankom 53.d Financijske uredbe i pripadajućim odredbama Provedbenih pravila. U tom cilju, Komisija i UNDP će sklopiti sporazum o sufinanciranju, u skladu s Financijskim i administrativnim okvirnim sporazumom (FAOS).

Provedbom programa upravljat će Delegacije Europske unije u Hrvatskoj, Crnoj Gori i Srbiji i Glavna uprava za proširenje u pogledu komponente evaluacije.

### **4.2. Opća pravila postupaka nabave i dodjele nepovratnih sredstava**

Nabava će se odvijati u skladu s odredbama Dijela dva, Glave IV Financijske uredbe te Dijela dva, Glave III, Poglavlja 3 njenih Provedbenih pravila, kao i u skladu s pravilima i postupcima za sklapanje ugovora o pružanju usluga, nabavi te izvođenju radova koji se financiraju iz općeg proračuna Europske unije u svrhu suradnje s trećim zemljama koji je Europska komisija usvojila 24. svibnja 2007. (C(2007)2034).

Postupci dodjele nepovratnih sredstava odvijat će se u skladu s odredbama Dijela jedan, Glave VI Financijske uredbe i Dijela jedan, Glave VI njenih Provedbenih pravila.

Komisija će također koristiti proceduralne smjernice i standardne obrasce i modele koji olakšavaju primjenu gore navedenih pravila sadržanih u „Praktičnom vodiču kroz procedure ugovaranja pomoći EU-a trećim zemljama“ („Praktični vodič“) kako je objavljen na internetskim stranicama EuropeAida<sup>8</sup> na datum početka postupka nabave ili dodjele nepovratnih sredstava.

## **5. NADZOR I EVALUACIJA**

### **5.1. Nadzor**

Komisija može poduzeti sve što smatra potrebnim kako bi nadzirala spomenute programe.

### **5.2. Evaluacija**

<sup>7</sup> Uredba 1605/2002 (SL L 248, 16.9.2002., str. 1.).

<sup>8</sup> [http://ec.europa.eu/europeaid/work/procedures/implementation/practical\\_guide/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/practical_guide/index_en.htm)

Programi će se procjenjivati prije početka (ex-ante), kao i u tijeku provedbe i, kada je potrebno, naknadno (ex post) u skladu s Financijskom uredbom i njenim Provedbenim pravilima, u cilju poboljšanja kvalitete, učinkovitosti i dosljednosti pomoći iz fondova EU-a te strategije i provedbe programa.

Rezultati evaluacije provedene prije početka i u tijeku provedbe programa uzet će se u obzir u ciklusu programiranja i provedbe.

Komisija također može provoditi strateške evaluacije.

## **6. REVIZIJA, FINANCIJSKA KONTROLA I MJERE ZA BORBUTIV PRIJEVARA**

Računi i aktivnosti svih strana uključenih u provedbu ovog programa, kao i svi ugovori i sporazumi kojima se provodi ovaj program predmet su, s jedne strane, nadzora i financijske kontrole od strane Komisije (uključujući Europski ured za borbu protiv prijevara), koja može provoditi provjere prema vlastitom nahođenju, bilo sama ili angažiranjem vanjskog revizora te, s druge strane, revizije od strane Europskog revizorskog suda. To uključuje mjere kao što su prethodna provjera javnih natječaja i sklopljenih ugovora koje provodi Delegacija u zemlji korisnici.

Kako bi se osigurala efikasna zaštita financijskih interesa Zajednice, Komisija (uključujući Europski ured za borbu protiv prijevara) može provesti provjere i inspekcije na licu mjesta u skladu s procedurama predviđenim Uredbom Vijeća (EZ, Euratom) 2185/96<sup>9</sup>.

Prethodno opisane kontrole i revizije mogu se primijeniti na sve izvođače, podizvođače i korisnike nepovratnih sredstava kojima su dodijeljena sredstva Europske unije.

## **7. MANJA PRERASPODJELA SREDSTAVA**

Dužnosnik za ovjeravanje delegiranjem (AOD) ili dužnosnik za ovjeravanje poddelegiranjem (AOSD) u skladu s ovlastima danim mu od strane AOD-a, može, sukladno načelima dobrog financijskog upravljanja, izvršiti manju preraspodjelu sredstava bez potrebe izmjene i dopune odluke o financiranju. U tom kontekstu, manjom preraspodjelom smatrat će se ukupna preraspodjela koja ne prelazi 20% ukupnog iznosa dodijeljenog za ovaj program, ograničena na 4 milijuna eura, pod uvjetom da ne utječe na prirodu i ciljeve programa.

## **8. OGRANIČENE PROMJENE U PROVEDBI PROGRAMA**

Dužnosnik za ovjeravanje delegiranjem (AOD) ili dužnosnik za ovjeravanje poddelegiranjem (AOSD) u skladu s ovlastima danim mu od strane AOD-a, može, sukladno načelima dobrog financijskog upravljanja, provesti ograničene prilagodbe u provedbi ovog programa koje utječu na elemente navedene u članku 90. Provedbenih pravila Financijske uredbe, koje su indikativne prirode<sup>10</sup>, bez potrebe izmjene i dopune odluke o financiranju.

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<sup>9</sup> SL L 292; 15.11.1996.; str. 2.

<sup>10</sup> Ovi ključni elementi indikativne prirode su, za nepovratna sredstva, indikativan iznos poziva na dostavu projektnih prijedloga i, za nabavu, indikativan broj i tip predviđenih ugovora te indikativan vremenski okvir za započinjanje postupaka nabave.

**FINANCING AGREEMENT**

**CONCERNING THE PILOT SCHEME FOR PRESERVING  
AND RESTORING CULTURAL HERITAGE IN CONFLICT  
AREAS IN THE WESTERN BALKANS FOR  
THE YEAR 2009**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF CROATIA**

**AND**

**THE EUROPEAN COMMISSION**

**Dated, 27<sup>th</sup> of December 2010**

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**Annex A Amendment to the Pilot Scheme for preserving and restoring cultural heritage in conflict areas in the Western Balkans for the year 2009 adopted by Commission decision C(2010)8408 of 6 December 2010**

# **FINANCING AGREEMENT**

## **CONCERNING THE PILOT SCHEME FOR PRESERVING AND RESTORING CULTURAL HERITAGE IN CONFLICT AREAS IN THE WESTERN BALKANS FOR THE YEAR 2009**

### **THE GOVERNMENT OF THE REPUBLIC OF CROATIA**

and

### **THE EUROPEAN COMMISSION**

hereafter jointly referred to as "the Parties", or individually as "the Beneficiary " in the case of the Government of the Republic of Croatia, or "the Commission", in the case of the European Commission.

Whereas:

- (a) On 25 June 2002, the Council of the European Union adopted Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities (hereafter: "Financial Regulation")<sup>1</sup>.
- (b) On 23 December 2002, the Commission adopted Regulation (EC, Euratom) No 2342/2002 laying down detailed rules for the implementation of the Financial Regulation (hereafter: "Implementing Rules")<sup>2</sup>.
- (c) In accordance with Article 49(6)(a) of the Financial Regulation, appropriations for pilot schemes of an experimental nature designed to test the feasibility of an action and its usefulness may be implemented without a basic act provided the actions which they are intended to finance fall within the powers of the Communities or the European Union.
- (d) The Budgetary Authority has allocated an amount of EUR 3 million under Article 22.0208 of the budget of the European Communities for 2009 for the development of a pilot scheme for preserving and restoring cultural heritage in conflict areas.
- (e) European Union assistance under the pilot scheme for preserving and restoring cultural heritage in conflict areas for 2009 should aim at providing assistance for supporting sustainable preservation, restoration and development of sites

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<sup>1</sup> OJ L 248, 16.9.2002, p.1.

<sup>2</sup> OJ L 357, 31.12.2002, p. 1.

concerning valuable cultural objects in candidate and potential candidate countries. Whenever possible, particular attention will be given to projects that support the confidence-building processes by involving different ethnic and religious groups in joint projects, as well as competence building and awareness creation on a local and national level.

- (f) The Commission adopted on 11 December 2009 the pilot scheme for preserving and restoring cultural heritage in conflict areas for the year 2009 (hereafter: “the programme”). On 6 December 2010 an amendment to the pilot scheme for preserving and restoring cultural heritage in conflict areas for the year 2009 was adopted. This programme is to be implemented by the Commission partly on a centralised basis and partly on a joint-management basis.
- (g) It is necessary for the implementation of this programme that the Parties conclude a Financing Agreement to lay down the conditions for the delivery of European Union assistance, the rules and procedures concerning disbursement related to such assistance and the terms on which the assistance will be managed.
- (h) The implementation of the part of the programme with regards to the national project concerning the Republic of Croatia will be managed by the European Commission in joint-management with the United Nations Development Programme (UNDP).

## **HAVE AGREED ON THE FOLLOWING:**

### **1 THE PROGRAMME**

The Commission will contribute, by way of grant, to the financing of the following programme, which is set out in Annex A to this Agreement:

Programme number: *CRIS n° 2009/021-771*

Title: *Pilot scheme for preserving and restoring cultural heritage in conflict areas in the Western Balkans for the year 2009*

*The part of this programme concerning the Republic of Croatia includes two projects: one national project and one evaluation component which covers – among others – Croatia.*

Project 1 - ARCH-Vukovar: “Heritage as a mean of development. Reconstruction of Architectural Heritage in Vukovar Town Centre - Sustainable Revival and Development of a war-torn community” – Croatia.

Project 4 - Evaluation component.

### **2 IMPLEMENTATION OF THE PROGRAMME**

- (1) The programme shall be implemented partly by centralised management and partly by joint-management, in the meaning of Article 53 of the Financial Regulation.
- (2) The implementation of the part of the programme with regards to the national project concerning the Republic of Croatia will be managed by the European Commission in joint-management with the United Nations Development Programme (UNDP). The implementation of the evaluation component will be managed by the Directorate-General for Enlargement.
- (3) In order to ensure the effective implementation of the programme, the Beneficiary shall take all necessary measures to ensure,
  - that in the case of service, supplies or works tender procedures, natural or legal persons eligible to participate in tender procedures for the implementation of the programme shall be entitled to temporary installation and residence where the importance of the contract so warrants. This right shall be acquired only after the invitation to tender has been launched and shall be enjoyed by the technical staff needed to carry out studies and other preparatory measures to the drawing up of tenders. This right shall expire one month after the decision of contract award;
  - that personnel taking part in European Union financed activities and members of their immediate family are allowed to enter the Republic of Croatia, to establish themselves in the Republic of Croatia, to work there and to leave the Republic of Croatia, as the nature of the underlying contract so justifies;



- the granting of all permits necessary for the importation of goods, above all professional equipment, required for the execution of the underlying contract, subject to existing laws, rules and regulations of the Beneficiary;
  - that imports carried out under the programme will be exempted from customs duties, import duties and other fiscal charges;
  - the granting of all permits necessary for the re-export of the above goods, once the underlying contract has been fully executed;
  - the granting of authorisations for the import or acquisition of the foreign currency necessary for the implementation of the underlying contract and the application of national exchange control regulations in a non-discriminatory manner to contractors, regardless of their nationality or place of establishment;
  - the granting of all permits necessary to repatriate funds received in respect of the activity financed under the programme, in accordance with the foreign exchange control regulations in force in the Republic of Croatia.
- (4) The Beneficiary shall ensure full co-operation of all relevant authorities. It will also ensure access to state-owned companies and other governmental institutions, which are involved or are necessary in the implementation of the programme or in the execution of the contracts.

### **3 STRUCTURES AND AUTHORITIES WITH RESPONSIBILITIES**

The Beneficiary shall designate a national co-ordinator, who shall act as the representative of the Beneficiary vis-à-vis the Commission. He/she shall ensure that a close link is maintained between the Commission and the Beneficiary.

### **4 FUNDING**

The funding for the implementation of this Agreement shall be as follows:

- (1) The European Union contribution for the year 2009 is fixed at a maximum of EUR 1 million for the part of the programme with regards to the national project concerning the Republic of Croatia, as detailed in the programme. There is a maximum amount of EUR 25 000 for the evaluation component of the programme concerning among others, the Republic of Croatia. However, payment of the European Union contribution by the Commission shall be made within the limits of the funds available.
- (2) The cost of the structures and authorities put in place by the Beneficiary for the implementation of this programme shall be borne by the Beneficiary.

## **5 CONTRACTING DEADLINE**

- (1) The individual contracts and agreements which implement this Agreement shall be concluded no later than two years from the date of conclusion of this Agreement.
- (2) In duly justified cases, this contracting deadline may be extended before its end date to a maximum of three years from the date of conclusion of this Agreement.
- (3) Any funds for which no contract has been concluded before the contracting deadline shall be cancelled.

## **6 DEADLINE FOR THE EXECUTION OF CONTRACTS**

- (1) The contracts must be executed within a maximum of two years from the end date of contracting.
- (2) The deadline for the execution of contracts may be extended before its end date in duly justified cases.

## **7 DISBURSEMENT DEADLINE**

- (1) Disbursement of funds must be made no later than one year after the final date for the execution of contracts.
- (2) The deadline for disbursement of funds may be extended before its end date in duly justified cases.

## **8 TREATMENT OF RECEIPTS**

- (1) Receipts for the purposes of this programme include revenue earned by an operation, during the period of its co-financing, from sales, rentals, service enrolment/fees or other equivalent receipts with the exception of:
  - (a) receipts generated through the economic lifetime of the co-financed investments in the case of investments in firms;
  - (b) receipts generated within the framework of a financial engineering measure, including venture capital and loan funds, guarantee funds, leasing;
  - (c) where applicable, contributions from the private sector to the co-financing of operations, which shall be shown alongside public contribution in the financing tables of the programme.
- (2) Receipts as defined in paragraph 1 above represent income which shall be deducted from the amount of eligible expenditure for the operation concerned. No later than the closure of the programme, such receipts shall be deducted from the relevant operation's eligibility expenditure in their entirety or pro-

rata, depending on whether they were generated entirely or only in part by the co-financed operation.

## **9 CLOSURE OF THE PROGRAMME**

- (1) The programme is closed when all the contracts and grants funded by the programme have been closed.
- (2) A contract or grant is considered closed as soon as one of the following occurs:
  - payment of the final amount due by the Commission;
  - cashing of a recovery order issued by the Commission following receipt of the final payment request/cost claim;
  - de-commitment of appropriations by the Commission.

The closure of a contract or grant does not prejudice the right of the Commission to undertake a financial correction at a later stage.

## **10 TAXES, CUSTOMS DUTIES AND OTHER FISCAL CHARGES**

- (1) Taxes, customs and import duties or other charges having equivalent effect are not eligible under the programme.
- (2) The following detailed provisions shall apply:
  - a) Customs duties, import duties, taxes or fiscal charges having equivalent effect in the case of the import of goods under a European Union financed contract are not eligible under the programme. The imports concerned shall be released from the point of entry into the Republic of Croatia for delivery to the contractor, as required by the provisions of the underlying contract and for immediate use as required for the normal implementation of the contract, without regard to any delays or disputes over the settlement of the above mentioned duties, taxes or charges;
  - b) European Union financed contracts for services, supplies or works carried out by contractors registered in the Republic of Croatia or by external contractors shall not be subject in the Republic of Croatia to value added tax, documentary stamp or registration duties or fiscal charges having equivalent effect, whether such charges exist or are to be instituted. EU contractors shall be exempted from VAT for services rendered, goods supplied and/or works executed by them under EU contracts with the right of the contractors to offset or deduct input VAT paid in connection with the services rendered, the goods supplied and/or the works executed against any VAT collected by them for any of their other transactions. Should the EU contractors not be able to make use of this possibility, they shall be entitled to obtain VAT refund directly from the tax authorities upon submission of a written request accompanied by the necessary documentation required under the national/local law for refund and by a certified copy of the underlying EU contract.

For the purposes of this Agreement, the term "EU contractor" shall be construed as natural and legal persons, rendering services and/or supplying goods and/or executing works and/or executing a grant under an EU contract. The term "EU contract" means any legally binding document through which an activity is financed under the programme and which is signed by the EU or the Beneficiary.

- c) Profit and/or income arising from EU contracts shall be taxable in the Republic of Croatia in accordance with the national/local tax system.

## **11 ELIGIBILITY OF EXPENDITURE**

- (1) Expenditure under the programme in Annex A shall be eligible for European Union contribution if it has been incurred after the contracts and grants implementing such programme have been signed, except in the cases explicitly provided for in the Financial Regulation.
- (2) The following expenditure shall not be eligible for European Union contribution under the programme in Annex A:
  - (a) taxes, including value added taxes;
  - (b) customs and import duties, or any other charges;
  - (c) purchase, rent or leasing of land and existing buildings;
  - (d) fines, financial penalties and expenses of litigation;
  - (e) bank charges, costs of guarantees and similar charges;
  - (f) debts and provisions for losses or debts;
  - (g) interest owed;
  - (h) conversion costs, charges and exchange losses associated with any of the component specific euro accounts, as well as other purely financial expenses;
  - (i) contributions in kind;
- (3) By way of derogation from paragraph 2 above, the Commission will decide on a case-by-case basis whether the following expenditure is eligible:
  - value added taxes, if the following conditions are fulfilled:
    - (i) the value added taxes are not recoverable by any means;
    - (ii) it is established that they are borne by the final beneficiary, and
    - (iii) they are clearly identified in the project proposal.
- (4) Expenditure financed under this programme shall not be the subject of any other financing under the European Union budget.

## **12 RETENTION OF DOCUMENTS**

- (1) All documents relating to the programme in Annex A shall be kept for at least five years from the date on which the European Parliament grants discharge for the budgetary year to which the document relate.
- (2) In the case that the programme in Annex A is not definitely closed within the deadline set in paragraph 1 above, the documents relating to it shall be kept until the end of the year following that in which the programme in Annex A is closed.

## **13 VISIBILITY**

- (1) Every project/programme financed by the European Union shall be the subject of appropriate communication and information operations. These operations shall be defined with the approval of the Commission.
- (2) These communication and information operations must follow the rules laid down and published by the Commission for the visibility of external operations in force at the time of the operations.

## **14 PREVENTION OF IRREGULARITIES, FRAUD AND CORRUPTION**

- (1) The Beneficiary 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.
- (2) The Beneficiary, including the personnel responsible for the implementation tasks of the European Union financed activities, undertakes 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.
- (3) The following definitions shall apply:
  - a) *Irregularity* shall mean any infringement of a provision of applicable rules and contracts resulting from an act or an omission by an economic operator which has, or would have, the effect of prejudicing the general budget of the European Union by charging an unjustified item of expenditure to the general budget.
  - b) *Fraud* shall mean any intentional act or omission relating to: 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; non disclosure of information in violation of a specific obligation with the same effect; the misapplication of such funds for purposes other than those for which they are originally granted.

- c) 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 to 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 financial interests of the European Union.
- d) 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 a third party, or accepts a promise of such advantage, to act or to 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 financial interests of the European Union.

## **15 SUPERVISION, CONTROL AND AUDIT BY THE COMMISSION AND THE COURT OF AUDITORS**

- (1) All contracts may be subject to supervision and financial control by the Commission including the European Anti-Fraud Office (OLAF) and audits by the European Court of Auditors. The duly authorised agents or representatives of the Commission and of OLAF shall have the right to carry out any technical and financial verification that the Commission or OLAF consider necessary to follow the implementation of a programme including visits of sites and premises at which European Union financed activities are implemented. The Commission shall give the national authorities concerned advance notice of such missions.
- (2) The Beneficiary shall supply all requested information and documents including any computerised data and take all suitable measures to facilitate the work of the persons instructed to carry out audits or inspections.
- (3) In order to ensure the efficient protection of the financial interests of the European Union, the Commission including OLAF may also conduct documentary and on-the-spot checks and inspections in accordance with the procedural provisions of Council Regulation (EC, Euratom) No 2185/1996 of 11 November 1996. These checks and inspections shall be prepared and conducted in close collaboration with the competent authorities designated by the Beneficiary, 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. The Beneficiary shall identify a service which will assist at OLAF's request in conducting investigations in accordance with Council Regulation (EC, Euratom) No 2185/1996. If the Beneficiary wishes, the on-the-spot checks and inspections may be carried out jointly with them. Where the participants in European Union financed activities resist an on-the-spot check or inspection, the Beneficiary, acting in accordance with national rules, shall give Commission/OLAF inspectors such assistance as they need to allow

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<sup>3</sup> OJ L 292, 15.11.1996, p. 2.

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 Beneficiary 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, the Commission/OLAF shall be required to inform the above-mentioned authority of the result of such checks and inspections.

- (4) The controls and audits described above are applicable to all contractors and sub-contractors who have received European Union funds.
- (5) Without prejudice to the responsibilities of the Commission and the European Court of Auditors, the accounts and operations carried out under this Agreement may be checked at the discretion of the Commission by the Commission itself or by an external auditor assigned by the Commission.
- (6) The Beneficiary shall ensure investigation and effective treatment of suspected cases of fraud and irregularities and shall ensure the functioning of a control and reporting mechanism equivalent to that foreseen in the Commission Regulation (EC) No 1828/2006 of 8 December 2006<sup>4</sup>. In the case of suspected fraud or irregularity, the Commission shall be informed without delay.

## **16 RECOVERY OF FUNDS IN CASE OF IRREGULARITY OR FRAUD**

Any proven case of irregularity or fraud discovered at any time during the implementation of assistance under the programme or as the result of an audit will lead to the recovery of the funds by the Commission.

## **17 INTERPRETATION**

- (1) Subject to any express provision to the contrary in this Agreement, the terms used in this Agreement shall bear the same meaning as attributed to them in the Financial Regulation and the Implementing Rules.
- (2) Subject to any express provision to the contrary in this Agreement, references to this Agreement are references to such Agreement as amended, supplemented or replaced from time to time.
- (3) Any references to Council or Commission Regulations are made to the version of those regulations as indicated. If required, modifications of these regulations shall be transposed into this Agreement by means of amendments.
- (4) Headings in this Agreement have no legal significance and do not affect its interpretation.

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<sup>4</sup> OJ L 371, 27.12.2006, p. 4.

## **18 PARTIAL INVALIDITY AND UNINTENTIONAL GAPS**

- (1) If a provision of this Agreement is or becomes invalid or if this Agreement contains unintentional gaps, this will not affect the validity of the other provisions of this Agreement. The Parties will replace any invalid provision by a valid provision which comes as close as possible to the purpose of and intent of the invalid provision.
- (2) The Parties will fill any unintentional gap by a provision which best suits the purpose and intent of this Agreement, in compliance with the Financial Regulation and the Implementing Rules.

## **19 REVIEW AND AMENDMENTS**

- (1) The implementation of this Agreement will be subject to periodic reviews at times arranged between the Parties.
- (2) Any amendment agreed to by the Parties will be in writing and will form part of this Agreement. Such amendment shall come into effect on the date determined by the Parties.

## **20 TERMINATION**

- (1) Without prejudice to paragraph 2, this Agreement shall terminate eight years after its signature. This termination shall not preclude the possibility for the Commission making financial corrections, as referred to in Article 9.
- (2) This Agreement may be terminated by either Party by giving written notice to the other Party. Such termination shall take effect six calendar months from the date of the written notice.

## **21 SETTLEMENT OF DIFFERENCES**

- (1) Differences arising out of the interpretation, operation and implementation of this Agreement, at any and all levels of participation, will be settled amicably through consultation between the Parties.
- (2) In default of amicable settlement, either Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Agreement.
- (3) The language to be used in the arbitration proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.



## **22 NOTICES**

- (1) Any communication in connection with this Agreement shall be made in writing and in the English language. Each communication must be signed and must be supplied as an original document or by fax.
- (2) Any communication in connection with this Agreement must be sent to the following addresses:

*For the Commission:*

Mr Gerhardt Schumann-Hitzler  
Director D  
Directorate General for Enlargement  
CHAR 05/114  
B-1049 Brussels

Fax: +32 2 2979705

*For the Beneficiary:*

Mr Božidar Pankrećić, M.Sc.  
Deputy Prime Minister of the Government of the Republic of Croatia and Minister of  
Regional Development, Forestry and Water Mangement  
Trg kralja Petra Krešimira IV br. 1  
HR-10000 Zagreb  
Croatia  
Fax: +385 (1) 6400 644

## **23 NUMBER OF ORIGINALS**

This Agreement is drawn up in duplicate in the English language.

## **24 ANNEXES**

The Annex A shall form an integral part of this Agreement.

## **25 ENTRY INTO FORCE**

This Agreement shall enter into force on the date on which the Recipient notifies the Commission that all internal procedures in the Republic of Croatia necessary for the entry into force of this Agreement have been fulfilled.

Signed, for and on behalf of the Government of the Republic of Croatia, by

Mr Božidar Pankretić, M.Sc.  
Deputy Prime Minister of the Government of the Republic of Croatia and  
Minister of Regional Development, Forestry and Water Mangement

Zagreb  
Date: 27. 12. 2010.

Signed, for and on behalf of the Commission, by

Mr Gerhardt Schumann-Hitzler  
Director D  
Directorate General for Enlargement

Brussels  
Date: 20. 12. 2010.

**ANNEX A AMENDMENT TO THE PILOT SCHEME FOR PRESERVING  
AND RESTORING CULTURAL HERITAGE IN CONFLICT  
AREAS IN THE WESTERN BALKANS FOR THE YEAR 2009  
ADOPTED BY COMMISSION DECISION C(2010)8408 OF  
6 DECEMBER 2010**

**ANNEX**  
**Amendment 1 - Pilot scheme for preserving and restoring cultural heritage  
in conflict areas in the Western Balkans for the year 2009**

**1. IDENTIFICATION**

Beneficiary	Croatia, Montenegro and Serbia
CRIS number	2009/021-771
Year	2009
Cost	EUR 3 million
Implementing Authority	European Commission except for Project 1: Project 1 will be implemented by joint management with the United Nations Development Programme (UNDP)
Final date for concluding the financing agreements	At the latest by 31 December 2010
Final dates for contracting	Two years following the date of conclusion of the financing agreements. No deadline for evaluation projects covered by these financing agreements, as referred to in Article 166(2) of the Financial Regulation. These dates apply also to the national co-financing.
Final dates for execution	Two years following the end date for contracting. These dates apply also to the national co-financing.
Sector Code	41040
Budget line(s) concerned	22.0208 Pilot project for preserving and restoring cultural heritage in conflict areas
Programming Task Manager	Unit D3 Regional Programmes, DG Enlargement
Implementation Task Manager	(1) European Union Delegation to Croatia (2) European Union Delegation to Montenegro (3) European Union Delegation to Serbia (4) Unit D3 Regional Programmes, DG Enlargement

**2. PROJECTS**

**2.a Description of projects**

The Budgetary Authority has allocated an amount of EUR 3 million under Article 22.0208 of the budget of the European Communities for 2009 for the development of a pilot scheme for preserving and restoring cultural heritage in conflict areas.

Through this pilot scheme, the Commission intends to among other objectives rehabilitate cultural heritage sites affected by war-related actions, contribute to a sustainable development of sites concerning valuable cultural objects, foster inter-cultural dialogue, reconciliation,

raise the awareness of cultural diversity in the Western Balkans among the youth and eventually support human or local economic development.

It is envisaged that any experience gained under this pilot scheme could also serve to develop a permanent and a wider approach for preserving and restoring cultural heritage in conflict areas in other geographical regions.

This pilot scheme will be developed through three different – though complementary – projects, covering different aspects of rehabilitation of cultural heritage i.e.: cross-border component, local development of a border area, industrial heritage and re-conciliation of communities. An additional evaluation component is also foreseen under this pilot scheme.

Project 1 aims to rehabilitate the external appearance of the most representative national monument of the war-torn city of Vukovar in Croatia, the Worker's Hall, contributing to the conservation of the urban centre as well as, to enhance intercultural and inter-ethnic dialogue within the community and the process of social and economic revival in Vukovar.

Project 2 intends to restore the Ottoman fortress of Besac set in the Albano-Montenegrin frontier region of the lake Skadar. The monument will serve as a catalyst for the socio-economic development of the border region.

Project 3 aims to rehabilitate an old industrial centre and a coal mine in Senjski Rudnik, Serbia and convert them into a regional industrial heritage centre, contributing in this way to sustainable tourism and development.

**Project 1 - ARCH-Vukovar: "Heritage as a means of development. Reconstruction of Architectural Heritage in Vukovar Town Centre - Sustainable Revival and Development of a war-torn community" - Croatia**

Project 1 will contribute to reconciliation between the different communities in Croatia through the cultural, social and economic reconstruction of the war-torn city of Vukovar and the revitalisation of one of its most symbolic monument, the Worker's Hall. The project will contribute to the restitution of the town's material and nonmaterial cultural heritage.

*Expected results*

- (1) External Reconstruction of the Worker's Hall;
- (2) Established mechanism for full participation of stakeholders of different ethnic and cultural background in reaching decisions related to architectural and cultural heritage in the town of Vukovar; Increased awareness of the importance of the common heritage in Vukovar and possibilities for its integration into development, particularly tourism development;
- (3) Improved capacity of all the stakeholders.

**Activity 1: Restoration, conservation, reconstruction and revitalization of the cultural-historical properties selected**

Activity 1 will focus on the external reconstruction/restoration of the Worker's Hall in Vukovar. The facility is one of the most representative buildings in Vukovar's Baroque centre. Its location made it a meeting place for Vukovar citizens regardless of their ethnic backgrounds and the place that held many local cultural events. During the war the complex suffered great extent of damage. Complete reconstruction of this facility will last several years due to the specific needs to remediation process as a consequence of action weather conditions, as well as the size of the facility.

Activity 1 will include the coordination and supervision of the project (activity 1.1), the preparation of the terms of reference of the reconstruction/restoration works (activity 1.2) as well as the actual works (activity 1.3).

Activity 1.1: The organization of the preparation activities (such as the Terms of Reference and the Project Design Task that are needed to secure technical documentation for the missing part of the façade as well as detailed drawings of the outside joinery. This documentation will be prepared in close cooperation with the Ministry of Culture's Directorate for Cultural Heritage Protection Conservation Department in Vukovar.

Activity 1.2: Detailed Terms of Reference and Bills of Quantities for the works contract will be prepared.

Activity 1.3: Reconstruction/restoration activities will be implemented most probably through three works contracts (covering the outside joinery, the street façade and the backyard façade).

### **Activity 2: Establishing model for involvement of citizens in the decision-making process.**

Activities under this section will aim to establish a model for involvement of citizens in the decision-making process concerning the use of the Worker's Hall. UNDP will facilitate the inclusion of all stakeholders from different cultural and ethnic backgrounds in the process of building a consensus about the future purpose of interior space of the Worker's Hall.

### **Activity 3: Promotion of cultural diversity, common heritage and dissemination activities**

These activities will have to improve the intercultural dialogue around the heritage shared by the people of Vukovar community. When implementing these activities, local NGOs engaged in cultural preservation, in the promotion of intercultural dialogue and/or in working with youth will need to be involved. To this end, several sub-activities will be organized:

- Work with primary school students on the subject "Our common heritage - Rebuilding a multiethnic society";
- Public presentations of the projects and public discussions
- Publication of tourist material

### **Activity 4: Development of human resource capacities and economic development**

Activity 4 will focus on the following sub-activities:

- Organization of seminars and workshops relating to restoration and culture as a mean for improving local and regional economic development.
- Study visits for tertiary and secondary education students and students from VET systems.

All activities will be implemented by means of a contribution agreement with the UNDP under joint management for an amount of EUR 1 million to be concluded in Q1 2011 in accordance with the terms of the Financial and Administrative Framework Agreement (FAFA) between the European Union and the United Nations signed on 29 April 2003.

## **Project 2 – Revitalization of cultural heritage in the frame of Sustainable Development in Besac – Montenegro**

Project 2 intends to enhance an economic sustainable development of cultural assets in Southern Montenegro, by restoring the Ottoman fortress of Besac for tourism promotion in the Albano-Montenegrin frontier region of the lake Skadar.

*Expected results*

Fortress Besac in Virpazar rehabilitated and Skadar Lake featuring as a recognised tourist attraction. Therefore, the fortress will be protected while becoming a tourist-hospitality point for excursions and fair activities organized by the local population.

**Activity 1: Preparatory activities: Collection of the necessary project documentation**

This activity includes the collection of the necessary documentation to carry out the project. It will be implemented and fully financed by the National Authority and will be considered as contribution in kind (not considered part of the co-financing).

**Activity 2: Supervision**

This activity will be implemented and fully financed by the National authorities. One service contract for the supervision of the works for an amount of EUR 50 000 will be launched in Q1 2010 (parallel co-financing).

**Activity 3: Rehabilitation and revitalization**

This activity includes the preparatory and priority works, conservation and restoring works and the revitalization - infrastructure equipment. This activity will be implemented through one works contract. A call for tenders will be launched for that purpose in Q1 2010.

**Activity 4: Awareness and Promotion**

Preparation and printing of the leaflets and publications, as well as the development of a Web page. This activity will be implemented and fully financed from the National Authority and will be considered as contribution in kind (not considered part of the co-financing).

**Project 3 – Cultural Heritage Facility in Senjski Rudnik - Serbia**

Project 3 focuses on the socio-economic revitalisation of a declining area in Senjski Rudnik, Serbia through the restoration of cultural heritage. These restructuring measures will be of benefit for local employment and economic revitalization while reducing depopulation of the area.

*Expected results*

- (1) Site rehabilitated and conditions set for sustainable development of Senjski Rudnik;
- (2) Human capacities improved for fulfilment of various professional tasks relevant for sustainable development of Senjski Rudnik;
- (3) Establishment of a Regional Heritage Centre;
- (4) Preservation of surrounding landscape.

Project 3 will be developed through four main activities: Restoration of the buildings of Aleksandar's shaft, capacity building and professional guidance for the local community, the establishment of a Regional Heritage Centre with its tourism office and documentation centre and development of awareness and promotion activities.

**Activity 1 - Restoration of the buildings of Aleksandar's shaft**

The complex of the Mine Shaft consists of three buildings which need immediate intervention to stop further deterioration. The activity aims at implementing all necessary works to ensure restoration and conservation of these buildings and all related surrounding facilities, including

the cleaning-up of the mines and pits to make these available for didactical activities. Appropriate signaling and connectivity have to be put in place to serve the new scopes of the restored buildings. Also, appropriate installations have to be put in place to organise the open-air exhibition. The works are going to be implemented according to already existent pre-feasibility studies.

Activity 1 will be implemented through one works contract following a call for tender expected to be launched in Q1 2010; and one service contract following a competitive negotiated procedure to be launched in Q1 2010.

### **Activity 2 - Capacity building and professional guidance**

The population of the local community will be made aware of the possible opportunities in diversifying local economy in relation to the rehabilitation of Senjski Rudnik. Capacity building and professional guidance will be provided in order to start-up economic activities linked to the preservation of the open-air museum, to the incoming of visitors and to the promotion of local traditions. This capacity building and professional guidance is meant to be implemented through training courses and demonstration activities specifically addressed to the local population.

Activity 2 (as well as activity 4) will be implemented through one service contract. The call for tender is expected to be launched in Q1 2010.

### **Activity 3 - Establishment of a Regional Heritage Centre**

The Senjski Rudnik Regional Heritage Centre needs to be established and equipped as a permanent structure which manages, promotes and preserves the heritage location. Besides managing the whole museum area and ensuring its preservation and maintenance, the Centre will work both as a Visitor Centre, Tourist Information Centre, as well as an Information and Documentation Centre. It aims at playing a pivotal role at the regional level, working to the support and promotion of the initiative. The Centre start-up will consist in the identification of the suitable seat for hosting the centre, its refurbishing, equipping and staffing.

Activity 3 will be made possible through a supply contract necessary to duly equip the Regional Heritage Centre. The call for tender is expected to be launched in Q3 2010.

### **Activity 4 - Awareness and promotion**

The pilot project of Senjski Rudnik will be effective only if properly known and promoted. The aim of this activity is twofold. On the one hand it is aimed at developing a sense of preservation of the landscape mainly felt among the local community and turned into formal acts and regulations. To this extent a participatory approach to local development will be enacted. On the other hand, a number of interventions will be necessary to appropriately promote the location as a destination of interest, such as: the organisation of conferences and launching events, the issuing of promotional materials and publications (also multimedia), the setting up of a website, a corporate image, etc. The Regional Heritage Centre will have to be included in the Regional Route of Industrial Heritage Network as an anchor point of ERIH (European Route of Industrial Heritage).

Activity 4 will be implemented through the same service contract as activity 2. The call for tender is expected to be launched in Q1 2010.

### **Project 4 - Evaluation component:**



An additional amount of EUR 25 000 is foreseen to carry out an evaluation of the pilot scheme covering the programmes for the years 2008<sup>1</sup> and 2009. The evaluation will be conducted to analyse the impact of the five projects undertaken in the framework of the pilot scheme:

- 2008/020-467-Project 1-Development of a Regional Cultural Heritage Facility in Kosovo<sup>2</sup>.
- 2008/020-467-Project 2-ARCH-Stolac: “Heritage as a bridge between communities. Reconstruction of Architectural Heritage in Stolac Town Centre - Sustainable Revival and Development of a war-torn community” – Bosnia and Herzegovina.
- 2009/021-771-Project 1-ARCH-Vukovar: Heritage as a mean of development. Reconstruction of Architectural Heritage in Vukovar Town Centre - Sustainable Revival and Development of a war-torn community – Croatia.
- 2009/021-771-Project 2-Revitalization of cultural heritage in the frame of Sustainable Development in Besac – Montenegro.
- 2009/021-771-Project 3-Cultural Heritage Facility in Senjski Rudnik – Serbia.

The results will serve for future reference for Commission activities in the field of cultural heritage in other geographical areas.

Project 4 will be implemented through a specific contract under a Framework contract, launched for that purpose in Q2 2011.

## **2.b Overview of past and on going assistance (EU / IFI / Bilateral and national assistance) including lessons learned and donor coordination**

There has been some activity in the field of cultural heritage aiming mainly at reconstructing and restoring cultural sites, often of a religious kind. The Commission has intensified its activities at regional level launching in May 2008 the “Ljubljana Process – Funding Heritage Rehabilitation in South-East Europe”, a joint action of the Council of Europe and the Commission. At national level, several projects are ongoing, mainly in Croatia, aiming at fostering tourism and developing local capacities. The local authorities and civil society organisations are actively participating in these projects.

The very first pilot scheme was launched for the year 2008, focusing on two projects. Project 1 aiming to set up a training facility to maintain and develop further the skills of restoration/reconstruction in Prizren, Kosovo; and Project 2 combining reconstruction of cultural heritage sites with local economic development, reconciliation and promotion of tolerance and cultural diversity within the community in Stolac, Bosnia and Herzegovina. The implementation of these projects has not yet been started.

The lessons learned build upon the experience in the implementation of previous projects in the field of cultural heritage in the area. The main lessons learned concerns the fact that any action related to the idea of "intercultural dialogue" has to be formulated in close cooperation with the stakeholders in order to build the widest possible consensus. The full involvement of a large cross-section of the local community should be obtained in order to develop any project in this field.

The programme will also take into consideration the actions undertaken under other financing instruments that are addressing cultural heritage, such as the Instrument for Pre-Accession Assistance (IPA).

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<sup>1</sup> Commission Decision C(2009)1842 of 19.03.2009  
<sup>2</sup> under UNSCR 1244/99.

## **2.c Horizontal issues**

### **Equal Opportunities**

In the implementation of the activities under section 2.b, no discrimination on the grounds of ethnic origin, religion and belief, disability, sex and sexual orientation will be accepted.

Specifically, the projects under this pilot scheme will ensure mainstreaming of gender, equal opportunities and minority issues both within the target institutions and the outputs. The team of experts involved in the projects must possess relevant skills to ensure effective mainstreaming of gender equality and minorities inclusion/participation.

### **Environment**

The beneficiaries and/or the awarded organisation implementing the projects under this pilot scheme will ensure the actions undertaken do not damage the environment and will be in line with environmental legislation in Croatia, Montenegro and Serbia. In particular, the reconstruction works will be in line with environmental impact as set out in relevant Regulations consistent with the Law on Environmental Protection.

### **Minorities**

One of the aims of this programme is to enhance the intercultural dialogue and the understanding within the Vukovar community in Croatia. The beneficiaries and/or awarded organisation implementing the project will ensure the respect of the Vukovar population and its minorities and involve them when implementing the project. Given the scope of this project and the situation in the Vukovar area, a special attention to this cross-cutting issue will be paid when organising the dissemination and training activities foreseen in this project. Moreover beneficiaries should ensure a balanced representation of the Vukovar minorities in the training activities foreseen in these projects.

Regarding Montenegro, the project will take account of the principle of minority rights, as stated in the Montenegrin Constitution. The fortress, set at the Albano-Montenegrin border will serve as a good basis of socio-economic and touristic cooperation between both countries and to the benefit of the overall Skadar Lake community. The local population will have equal opportunities to present their crafts at the fairs and benefit from all cultural and economic activities deriving from the restored fortress.

In the case of Serbia, the community, from the very beginning, composed of many engineers, miners and workers coming from various parts of Europe, created strong specific identity based on multiculturalism, dialogue and tolerance – even in the periods of the wars and conflicts at the Balkans. This heritage community is a typical example of European industrial history, periodically characterized by intensive mobility of workers. Preserved heritage is also - although geographically limited - an evident testimony of transnational character of industrialization and existence of shared transnational European cultural identity based on unity of differences.

## **2.d Conditions**

In the event that one or more of the conditions listed below are not met, suspension or cancellation of the project or specific activities will be considered.

- Commitment of all relevant stakeholders throughout the implementation of the projects: national, federal, regional and local authorities in Croatia, Montenegro and Serbia, as well as local and international NGOs and other public and private institutions;

- Signature of numerous agreements/permissions between public authorities, the European Commission and private persons necessary for the implementation of each activity (e.g. concerning the procedures for decision making, rights, obligations and future maintenance of the Worker's Hall in Vukovar; permission for the restoration of the buildings of Aleksandar's shaft and the decision to establish a Regional Heritage Centre in Senjski Rudnik);
- Coordination with relevant stakeholders in the field of cultural heritage needs to be ensured;
- Provision of the co-funding by Croatia and Montenegro in order to conduct the necessary activities.

Moreover, it should be noted that if a property should deteriorate further or the extent to which it is endangered should increase as a result of its being unprotected prior to the start of project implementation, there is a risk of increased costs.

If previously unknown archaeological findings should be uncovered at the start of the works, their surveying, cataloguing and protection could affect the timelines and costs of project implementation. Such findings will be reported to the relevant entity ministries and a request will be made for them to be surveyed and for funds to be provided for their conservation as a matter of urgency.

## 2.e Benchmarks

			2010		2011		TOTAL	
			EU	NF*	EU	NF*	EU	NF*
Number of tenders launched			5	1	0	0	5	1
Number of calls for proposals launched			0	0	0	0	0	0
Framework contract			0	0	1	0	1	0
Contribution agreement			0	0	1	0	1	0
Contracting Rate (%)			71.4	100	28.6	0	100	100

\* In the case of parallel co-financing.

### 3. BUDGET (AMOUNTS IN EUR)

#### 3.1. Indicative budget table

<u>Centralised /Joint management</u>	Institution Building (IB)					Investment (INV)					Total (IB + INV)	Total EU contribution	
	Total expenditure	EU contribution		National contribution*		Total expenditure	EU contribution		National contribution*		EUR (g)=(a)+(d)	EUR (h)=(b)+(e)	% <sup>(2)</sup>
		EUR (a)=(b)+(c)	EUR (b)	% <sup>(1)</sup>	EUR (c)		% <sup>(1)</sup>	EUR (d)=(e)+(f)	EUR (e)	% <sup>(1)</sup>			
Project 1 - Vukovar						1 340 000	1 000 000	74.6	340 000	25.4	1 340 000	1 000 000	33.3
Contribution agreement – all activities						1 340 000	1 000 000	74.6	340 000	25.4	1 340 000	1 000 000	
Project 2 - Besac	0	0	0	0	0	525 000	475 000	90.5	50 000	9.5	525 000	475 000	15.8
Activity 2						50 000	0	0	50 000	100	50 000	0	–
Activity 3						475 000	475 000	100	0	0	475 000	475 000	–
Project 3 - Senjski Rudnik	500 000	500 000	100	0	0	1 000 000	1 000 000	100	0	0	1 500 000	1 500 000	50
Activity 1						750 000	750 000	100	0	0	750 000	750 000	–
Activity 1.1						551 000	551 000	100	0	0	551 000	551 000	–
Activity 1.2						199 000	199 000	100	0	0	199 000	199 000	–
Activity 2 and 4	500 000	500 000	100	0	0						500 000	500 000	–
Activity 3						250 000	250 000	100	0	0	250 000	250 000	–

<b>Project Evaluation</b>	<b>4</b>	<b>-</b>	<b>25 000</b>	<b>25 000</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25 000</b>	<b>25 000</b>	<b>0.9</b>
<b>TOTAL</b>			<b>525 000</b>	<b>525 000</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>2 865 000</b>	<b>2 475 000</b>	<b>86.4</b>	<b>390 000</b>	<b>13.6</b>	<b>3 390 000</b>	<b>3 000 000</b>	<b>100</b>

\* contribution (public and private national and/or international contribution) provided by national counterparts

(1) Expressed in % of the Total expenditure IB or INV (column (a) or (d)).

(2) Expressed in % of the grand total of column (h).

### **3.2 Principle of Co-Financing applying to the projects funded under the programme**

The EU contribution, which represents 88.5% of the total budget allocated to this programme, has been calculated in relation to the **eligible expenditure**, which in the case of centralised management is based on the **total expenditure**. Parallel co-financing will be used in particular for projects 1 and 2.

In all the projects, national and local authorities intend to undertake parallel initiatives to complement the project activities.

## **4. IMPLEMENTATION ARRANGEMENTS**

### **4.1. Method of implementation**

For Projects 2, 3 and 4, the programme will be implemented on a centralised basis by the European Commission in accordance with Article 53a of the Financial Regulation<sup>7</sup> and the corresponding provisions of the Implementing Rules.

For Project 1, the programme will be implemented by the European Union Delegation to Croatia by joint management with the UNDP following Article 53d of the Financial Regulation and the corresponding provisions of the Implementing Rules. To this end, the Commission and the UNDP will conclude a contribution agreement, in accordance with the Financial and Administrative Framework Agreement (FAFA).

The implementation of the programme will be managed by the European Union Delegations to Croatia, Montenegro and Serbia, and the Directorate-General for Enlargement with regards to the evaluation component.

### **4.2. General rules for procurement and grant award procedures**

Procurement shall follow the provisions of Part Two, Title IV of the Financial Regulation and Part Two, Title III, Chapter 3 of its Implementing Rules as well as the rules and procedures for service, supply and works contracts financed from the general budget of the European Union for the purposes of cooperation with third countries adopted by the Commission on 24 May 2007 (C(2007)2034).

Grant award procedures shall follow the provisions of Part One, Title VI of the Financial Regulation and Part One, Title VI of its Implementing Rules.

The Commission shall also use the procedural guidelines and standard templates and models facilitating the application of the above rules provided for in the "Practical Guide to contract procedures for EU external actions" ("Practical Guide") as published on the EuropeAid website<sup>8</sup> at the date of the initiation of the procurement or grant award procedure.

## **5. MONITORING AND EVALUATION**

### **5.1. Monitoring**

The Commission may undertake any actions it deems necessary to monitor the programmes concerned.

### **5.2. Evaluation**

Programmes shall be subject to ex ante evaluations, as well as interim and, where relevant, ex post evaluations in accordance with the Financial Regulation and its Implementing Rules,

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<sup>7</sup> Regulation 1605/2002 (OJ L 248, 16.9.2002, p.1).

<sup>8</sup> [http://ec.europa.eu/europeaid/work/procedures/implementation/practical\\_guide/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/practical_guide/index_en.htm)

with the aim of improving the quality, effectiveness and consistency of the assistance from EU funds and the strategy and implementation of the programmes.

The results of ex ante and interim evaluation shall be taken into account in the programming and implementation cycle.

The Commission may also carry out strategic evaluations.

## **6. AUDIT, FINANCIAL CONTROL AND ANTI-FRAUD MEASURES**

The accounts and operations of all parties involved in the implementation of this programme, as well as all contracts and agreements implementing this programme, are subject to, on the one hand, the supervision and financial control by the Commission (including the European Anti-Fraud Office), which may carry out checks at its discretion, either by itself or through an outside auditor and, on the other hand, audits by the European Court of Auditors. This includes measures such as ex-ante verification of tendering and contracting carried out by the Delegation in the Beneficiary Country.

In order to ensure the efficient protection of the financial interests of the EU, the Commission (including the European Anti-Fraud Office) may conduct on-the-spot checks and inspections in accordance with the procedures foreseen in Council Regulation (EC, Euratom) 2185/96<sup>9</sup>.

The controls and audits described above are applicable to all contractors, subcontractors and grant beneficiaries who have received EU funds.

## **7. NON SUBSTANTIAL REALLOCATION OF FUNDS**

The authorising officer by delegation (AOD), or the authorising officer by sub-delegation (AOSD), in line with the delegation of powers conferred upon him by the AOD, in accordance with the principles of sound financial management, may undertake non substantial reallocations of funds without an amending financing decision being necessary. In this context, cumulative reallocations not exceeding 20% of the total amount allocated for the programme, subject to a limit of EUR 4 million, shall not be considered substantial, provided that they do not affect the nature and objectives of the programme.

## **8. LIMITED ADJUSTMENTS IN THE IMPLEMENTATION OF THE PROGRAMME**

Limited adjustments in the implementation of this programme affecting elements listed under Article 90 of the Implementing Rules to the Financial Regulation, which are of an indicative nature<sup>10</sup>, may be undertaken by the authorising officer by delegation (AOD), or by the authorising officer by sub-delegation (AOSD), in line with the delegation of powers conferred upon him by the AOD, in accordance with the principles of sound financial management without an amending financing decision being necessary.

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<sup>9</sup> OJ L 292; 15.11.1996; p. 2.

<sup>10</sup> These essential elements of an indicative nature are, for grants, the indicative amount of the call for proposals and, for procurement, the indicative number and type of contracts envisaged and the indicative time frame for launching the procurement procedures.

### **Članak 3.**

Sredstva za financijske obveze, u iznosu od 8.636.694,00 kuna (1.170.000 EUR) za 2011. godinu i 1.254.905,00 kuna (170.000 EUR) za 2012. godinu, koje nastaju za Republiku Hrvatsku na temelju Sporazuma iz članka 1. ovoga Zakona, osigurana su u okviru proračunskih sredstava na poziciji središnjeg tijela državne uprave nadležnog za poslove regionalnog razvoja.

### **Članak 4.**

Za provedbu ovoga Zakona nadležno je središnje tijelo državne uprave nadležno za poslove regionalnog razvoja.

### **Članak 5.**

Na dan stupanja na snagu ovoga Zakona Sporazum 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

### **Uz članak 1.**

Člankom 1. utvrđuje se da se potvrđuje Sporazum u vezi s Pokusnim programom za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu između Vlade Republike Hrvatske i Europske komisije.

### **Uz članak 2.**

Članak 2. sadrži tekst Sporazuma iz članka 1. ovoga Zakona i to u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

### **Uz članak 3.**

Članak 3. sadrži odredbe o osiguranju financijskih sredstava potrebnih radi izvršavanja Sporazuma, a u skladu sa člancima 16. i 17. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

### **Uz članak 4.**

Članak 4. određuje tijelo nadležno za provedbu ovoga Zakona.

### **Uz članak 5.**

Člankom 5. utvrđuje se način objave podatka o stupanju na snagu Sporazuma.

### **Uz članak 6.**

Člankom 6. propisuje se dan stupanja na snagu Zakona.

**Prilog** - preslika Sporazuma o financiranju u vezi s Pokusnim programom za očuvanje i obnavljanje kulturne baštine u područjima sukoba na zapadnom Balkanu za 2009. godinu između Vlade Republike Hrvatske i Europske komisije, u izvorniku na engleskom jeziku

FINANCING AGREEMENT

CONCERNING THE PILOT SCHEME FOR PRESERVING  
AND RESTORING CULTURAL HERITAGE IN CONFLICT  
AREAS IN THE WESTERN BALKANS FOR  
THE YEAR 2009

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF CROATIA**

AND

**THE EUROPEAN COMMISSION**

Dated

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**Annex A**    **Amendment to the Pilot Scheme for preserving and restoring cultural heritage in conflict areas in the Western Balkans for the year 2009 adopted by Commission decision C(2010)8408 of 06 December 2010**

## FINANCING AGREEMENT

### CONCERNING THE PILOT SCHEME FOR PRESERVING AND RESTORING CULTURAL HERITAGE IN CONFLICT AREAS IN THE WESTERN BALKANS FOR THE YEAR 2009

THE GOVERNMENT OF THE REPUBLIC OF CROATIA

and

THE EUROPEAN COMMISSION

hereafter jointly referred to as "the Parties", or individually as "the Beneficiary " in the case of the Government of the Republic of Croatia, or "the Commission", in the case of the European Commission.

Whereas:

- (a) On 25 June 2002, the Council of the European Union adopted Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities (hereafter: "Financial Regulation")<sup>1</sup>.
- (b) On 23 December 2002, the Commission adopted Regulation (EC, Euratom) No 2342/2002 laying down detailed rules for the implementation of the Financial Regulation (hereafter: "Implementing Rules")<sup>2</sup>.
- (c) In accordance with Article 49(6)(a) of the Financial Regulation, appropriations for pilot schemes of an experimental nature designed to test the feasibility of an action and its usefulness may be implemented without a basic act provided the actions which they are intended to finance fall within the powers of the Communities or the European Union.
- (d) The Budgetary Authority has allocated an amount of EUR 3 million under Article 22.0208 of the budget of the European Communities for 2009 for the development of a pilot scheme for preserving and restoring cultural heritage in conflict areas.
- (e) European Union assistance under the pilot scheme for preserving and restoring cultural heritage in conflict areas for 2009 should aim at providing assistance for supporting sustainable preservation, restoration and development of sites

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<sup>1</sup> OJ L 248, 16.9.2002, p.1.

<sup>2</sup> OJ L 357, 31.12.2002, p. 1.

concerning valuable cultural objects in candidate and potential candidate countries. Whenever possible, particular attention will be given to projects that support the confidence-building processes by involving different ethnic and religious groups in joint projects, as well as competence building and awareness creation on a local and national level.

- (f) The Commission adopted on 11 December 2009 the pilot scheme for preserving and restoring cultural heritage in conflict areas for the year 2009 (hereafter: "the programme"). On 06 December 2010 an amendment to the pilot scheme for preserving and restoring cultural heritage in conflict areas for the year 2009 was adopted. This programme is to be implemented by the Commission partly on a centralised basis and partly on a joint-management basis.
- (g) It is necessary for the implementation of this programme that the Parties conclude a Financing Agreement to lay down the conditions for the delivery of European Union assistance, the rules and procedures concerning disbursement related to such assistance and the terms on which the assistance will be managed.
- (h) The implementation of the part of the programme with regards to the national project concerning the Republic of Croatia will be managed by the European Commission in joint-management with the United Nations Development Programme (UNDP).



## HAVE AGREED ON THE FOLLOWING:

### 1 THE PROGRAMME

The Commission will contribute, by way of grant, to the financing of the following programme, which is set out in Annex A to this Agreement:

Programme number: *CRIS n° 2009/021-771*

Title: *Pilot scheme for preserving and restoring cultural heritage in conflict areas in the Western Balkans for the year 2009*

*The part of this programme concerning the Republic of Croatia includes two projects: one national project and one evaluation component which covers – among others – Croatia.*

Project 1 - ARCH-Vukovar: “Heritage as a mean of development. Reconstruction of Architectural Heritage in Vukovar Town Centre - Sustainable Revival and Development of a war-torn community” – Croatia.

Project 4 - Evaluation component.

### 2 IMPLEMENTATION OF THE PROGRAMME

- (1) The programme shall be implemented partly by centralised management and partly by joint management, in the meaning of Article 53 of the Financial Regulation.
- (2) The implementation of the part of the programme with regards to the national project concerning the Republic of Croatia will be managed by the European Commission in joint-management with the United Nations Development Programme (UNDP). The implementation of the evaluation component will be managed by the Directorate-General for Enlargement.
- (3) In order to ensure the effective implementation of the programme, the Beneficiary shall take all necessary measures to ensure,
  - that in the case of service, supplies or works tender procedures, natural or legal persons eligible to participate in tender procedures for the implementation of the programme shall be entitled to temporary installation and residence where the importance of the contract so warrants. This right shall be acquired only after the invitation to tender has been launched and shall be enjoyed by the technical staff needed to carry out studies and other preparatory measures to the drawing up of tenders. This right shall expire one month after the decision of contract award;
  - that personnel taking part in European Union financed activities and members of their immediate family are allowed to enter the Republic of Croatia, to establish themselves in the Republic of Croatia, to work there and to leave the Republic of Croatia, as the nature of the underlying contract so justifies;

- the granting of all permits necessary for the importation of goods, above all professional equipment, required for the execution of the underlying contract, subject to existing laws, rules and regulations of the Beneficiary;
- that imports carried out under the programme will be exempted from customs duties, import duties and other fiscal charges;
- the granting of all permits necessary for the re-export of the above goods, once the underlying contract has been fully executed;
- the granting of authorisations for the import or acquisition of the foreign currency necessary for the implementation of the underlying contract and the application of national exchange control regulations in a non-discriminatory manner to contractors, regardless of their nationality or place of establishment;
- the granting of all permits necessary to repatriate funds received in respect of the activity financed under the programme, in accordance with the foreign exchange control regulations in force in the Republic of Croatia.

- (4) The Beneficiary shall ensure full co-operation of all relevant authorities. It will also ensure access to state-owned companies and other governmental institutions, which are involved or are necessary in the implementation of the programme or in the execution of the contracts.

### **3 STRUCTURES AND AUTHORITIES WITH RESPONSIBILITIES**

The Beneficiary shall designate a national co-ordinator, who shall act as the representative of the Beneficiary vis-à-vis the Commission. He/she shall ensure that a close link is maintained between the Commission and the Beneficiary.

### **4 FUNDING**

The funding for the implementation of this Agreement shall be as follows:

- (1) The European Union contribution for the year 2009 is fixed at a maximum of EUR 1 million for the part of the programme with regards to the national project concerning the Republic of Croatia, as detailed in the programme. There is a maximum amount of EUR 25 000 for the evaluation component of the programme concerning among others, the Republic of Croatia. However, payment of the European Union contribution by the Commission shall be made within the limits of the funds available.
- (2) The cost of the structures and authorities put in place by the Beneficiary for the implementation of this programme shall be borne by the Beneficiary.



## **5 CONTRACTING DEADLINE**

- (1) The individual contracts and agreements which implement this Agreement shall be concluded no later than two years from the date of conclusion of this Agreement.
- (2) In duly justified cases, this contracting deadline may be extended before its end date to a maximum of three years from the date of conclusion of this Agreement.
- (3) Any funds for which no contract has been concluded before the contracting deadline shall be cancelled.

## **6 DEADLINE FOR THE EXECUTION OF CONTRACTS**

- (1) The contracts must be executed within a maximum of two years from the end date of contracting.
- (2) The deadline for the execution of contracts may be extended before its end date in duly justified cases.

## **7 DISBURSEMENT DEADLINE**

- (1) Disbursement of funds must be made no later than one year after the final date for the execution of contracts.
- (2) The deadline for disbursement of funds may be extended before its end date in duly justified cases.

## **8 TREATMENT OF RECEIPTS**

- (1) Receipts for the purposes of this programme include revenue earned by an operation, during the period of its co-financing, from sales, rentals, service enrolment/fees or other equivalent receipts with the exception of:
  - (a) receipts generated through the economic lifetime of the co-financed investments in the case of investments in firms;
  - (b) receipts generated within the framework of a financial engineering measure, including venture capital and loan funds, guarantee funds, leasing;
  - (c) where applicable, contributions from the private sector to the co-financing of operations, which shall be shown alongside public contribution in the financing tables of the programme.
- (2) Receipts as defined in paragraph 1 above represent income which shall be deducted from the amount of eligible expenditure for the operation concerned. No later than the closure of the programme, such receipts shall be deducted from the relevant operation's eligibility expenditure in their entirety or pro-

rata, depending on whether they were generated entirely or only in part by the co-financed operation.

## **9 CLOSURE OF THE PROGRAMME**

- (1) The programme is closed when all the contracts and grants funded by the programme have been closed.
- (2) A contract or grant is considered closed as soon as one of the following occurs:
  - payment of the final amount due by the Commission;
  - cashing of a recovery order issued by the Commission following receipt of the final payment request/cost claim;
  - de-commitment of appropriations by the Commission.

The closure of a contract or grant does not prejudice the right of the Commission to undertake a financial correction at a later stage.

## **10 TAXES, CUSTOMS DUTIES AND OTHER FISCAL CHARGES**

- (1) Taxes, customs and import duties or other charges having equivalent effect are not eligible under the programme.
- (2) The following detailed provisions shall apply:
  - a) Customs duties, import duties, taxes or fiscal charges having equivalent effect in the case of the import of goods under a European Union financed contract are not eligible under the programme. The imports concerned shall be released from the point of entry into the Republic of Croatia for delivery to the contractor, as required by the provisions of the underlying contract and for immediate use as required for the normal implementation of the contract, without regard to any delays or disputes over the settlement of the above mentioned duties, taxes or charges;
  - b) European Union financed contracts for services, supplies or works carried out by contractors registered in the Republic of Croatia or by external contractors shall not be subject in the Republic of Croatia to value added tax, documentary stamp or registration duties or fiscal charges having equivalent effect, whether such charges exist or are to be instituted. EU contractors shall be exempted from VAT for services rendered, goods supplied and/or works executed by them under EU contracts with the right of the contractors to offset or deduct input VAT paid in connection with the services rendered, the goods supplied and/or the works executed against any VAT collected by them for any of their other transactions. Should the EU contractors not be able to make use of this possibility, they shall be entitled to obtain VAT refund directly from the tax authorities upon submission of a written request accompanied by the necessary documentation required under the national/local law for refund and by a certified copy of the underlying EU contract.

For the purposes of this Agreement, the term "EU contractor" shall be construed as natural and legal persons, rendering services and/or supplying goods and/or executing works and/or executing a grant under an EU contract. The term "EU contract" means any legally binding document through which an activity is financed under the programme and which is signed by the EU or the Beneficiary.

- c) Profit and/or income arising from EU contracts shall be taxable in the Republic of Croatia in accordance with the national/local tax system.

## 11 ELIGIBILITY OF EXPENDITURE

- (1) Expenditure under the programme in Annex A shall be eligible for European Union contribution if it has been incurred after the contracts and grants implementing such programme have been signed, except in the cases explicitly provided for in the Financial Regulation.
- (2) The following expenditure shall not be eligible for European Union contribution under the programme in Annex A:
  - (a) taxes, including value added taxes;
  - (b) customs and import duties, or any other charges;
  - (c) purchase, rent or leasing of land and existing buildings;
  - (d) fines, financial penalties and expenses of litigation;
  - (e) bank charges, costs of guarantees and similar charges;
  - (f) debts and provisions for losses or debts;
  - (g) interest owed;
  - (h) conversion costs, charges and exchange losses associated with any of the component specific euro accounts, as well as other purely financial expenses;
  - (i) contributions in kind;
- (3) By way of derogation from paragraph 2 above, the Commission will decide on a case-by-case basis whether the following expenditure is eligible:
  - value added taxes, if the following conditions are fulfilled:
    - (i) the value added taxes are not recoverable by any means;
    - (ii) it is established that they are borne by the final beneficiary, and
    - (iii) they are clearly identified in the project proposal.
- (4) Expenditure financed under this programme shall not be the subject of any other financing under the European Union budget.



## 12 RETENTION OF DOCUMENTS

- (1) All documents relating to the programme in Annex A shall be kept for at least five years from the date on which the European Parliament grants discharge for the budgetary year to which the document relate.
- (2) In the case that the programme in Annex A is not definitely closed within the deadline set in paragraph 1 above, the documents relating to it shall be kept until the end of the year following that in which the programme in Annex A is closed.

## 13 VISIBILITY

- (1) Every project/programme financed by the European Union shall be the subject of appropriate communication and information operations. These operations shall be defined with the approval of the Commission.
- (2) These communication and information operations must follow the rules laid down and published by the Commission for the visibility of external operations in force at the time of the operations.

## 14 PREVENTION OF IRREGULARITIES, FRAUD AND CORRUPTION

- (1) The Beneficiary 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.
- (2) The Beneficiary, including the personnel responsible for the implementation tasks of the European Union financed activities, undertakes 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.
- (3) The following definitions shall apply:
  - a) *Irregularity* shall mean any infringement of a provision of applicable rules and contracts resulting from an act or an omission by an economic operator which has, or would have, the effect of prejudicing the general budget of the European Union by charging an unjustified item of expenditure to the general budget.
  - b) *Fraud* shall mean any intentional act or omission relating to: 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; non disclosure of information in violation of a specific obligation with the same effect; the misapplication of such funds for purposes other than those for which they are originally granted.

- c) *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 to 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 financial interests of the European Union.
- d) *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 a third party, or accepts a promise of such advantage, to act or to 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 financial interests of the European Union.

## 15 SUPERVISION, CONTROL AND AUDIT BY THE COMMISSION AND THE COURT OF AUDITORS

- (1) All contracts may be subject to supervision and financial control by the Commission including the European Anti-Fraud Office (OLAF) and audits by the European Court of Auditors. The duly authorised agents or representatives of the Commission and of OLAF shall have the right to carry out any technical and financial verification that the Commission or OLAF consider necessary to follow the implementation of a programme including visits of sites and premises at which European Union financed activities are implemented. The Commission shall give the national authorities concerned advance notice of such missions.
- (2) The Beneficiary shall supply all requested information and documents including any computerised data and take all suitable measures to facilitate the work of the persons instructed to carry out audits or inspections.
- (3) In order to ensure the efficient protection of the financial interests of the European Union, the Commission including OLAF may also conduct documentary and on-the-spot checks and inspections in accordance with the procedural provisions of Council Regulation (EC, Euratom) No 2185/1996 of 11 November 1996<sup>3</sup>. These checks and inspections shall be prepared and conducted in close collaboration with the competent authorities designated by the Beneficiary, 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. The Beneficiary shall identify a service which will assist at OLAF's request in conducting investigations in accordance with Council Regulation (EC, Euratom) No 2185/1996. If the Beneficiary wishes, the on-the-spot checks and inspections may be carried out jointly with them. Where the participants in European Union financed activities resist an on-the-spot check or inspection, the Beneficiary, acting in accordance with national rules, shall give Commission/OLAF inspectors such assistance as they need to allow

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<sup>3</sup> OJ L 292, 15.11.1996, p. 2.



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 Beneficiary 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, the Commission/OLAF shall be required to inform the above-mentioned authority of the result of such checks and inspections.

- (4) The controls and audits described above are applicable to all contractors and sub-contractors who have received European Union funds.
- (5) Without prejudice to the responsibilities of the Commission and the European Court of Auditors, the accounts and operations carried out under this Agreement may be checked at the discretion of the Commission by the Commission itself or by an external auditor assigned by the Commission.
- (6) The Beneficiary shall ensure investigation and effective treatment of suspected cases of fraud and irregularities and shall ensure the functioning of a control and reporting mechanism equivalent to that foreseen in the Commission Regulation (EC) No 1828/2006 of 8 December 2006<sup>4</sup>. In the case of suspected fraud or irregularity, the Commission shall be informed without delay.

## **16 RECOVERY OF FUNDS IN CASE OF IRREGULARITY OR FRAUD**

Any proven case of irregularity or fraud discovered at any time during the implementation of assistance under the programme or as the result of an audit will lead to the recovery of the funds by the Commission.

## **17 INTERPRETATION**

- (1) Subject to any express provision to the contrary in this Agreement, the terms used in this Agreement shall bear the same meaning as attributed to them in the Financial Regulation and the Implementing Rules.
- (2) Subject to any express provision to the contrary in this Agreement, references to this Agreement are references to such Agreement as amended, supplemented or replaced from time to time.
- (3) Any references to Council or Commission Regulations are made to the version of those regulations as indicated. If required, modifications of these regulations shall be transposed into this Agreement by means of amendments.
- (4) Headings in this Agreement have no legal significance and do not affect its interpretation.

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<sup>4</sup> OJ L 371, 27.12.2006, p. 4.

## **18 PARTIAL INVALIDITY AND UNINTENTIONAL GAPS**

- (1) If a provision of this Agreement is or becomes invalid or if this Agreement contains unintentional gaps, this will not affect the validity of the other provisions of this Agreement. The Parties will replace any invalid provision by a valid provision which comes as close as possible to the purpose of and intent of the invalid provision.
- (2) The Parties will fill any unintentional gap by a provision which best suits the purpose and intent of this Agreement, in compliance with the Financial Regulation and the Implementing Rules.

## **19 REVIEW AND AMENDMENTS**

- (1) The implementation of this Agreement will be subject to periodic reviews at times arranged between the Parties.
- (2) Any amendment agreed to by the Parties will be in writing and will form part of this Agreement. Such amendment shall come into effect on the date determined by the Parties.

## **20 TERMINATION**

- (1) Without prejudice to paragraph 2, this Agreement shall terminate eight years after its signature. This termination shall not preclude the possibility for the Commission making financial corrections, as referred to in Article 9.
- (2) This Agreement may be terminated by either Party by giving written notice to the other Party. Such termination shall take effect six calendar months from the date of the written notice.

## **21 SETTLEMENT OF DIFFERENCES**

- (1) Differences arising out of the interpretation, operation and implementation of this Agreement, at any and all levels of participation, will be settled amicably through consultation between the Parties.
- (2) In default of amicable settlement, either Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Agreement.
- (3) The language to be used in the arbitration proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.

## 22 NOTICES

- (1) Any communication in connection with this Agreement shall be made in writing and in the English language. Each communication must be signed and must be supplied as an original document or by fax.
- (2) Any communication in connection with this Agreement must be sent to the following addresses:

*For the Commission:*

Mr Gerhardt Schumann-Hitzler  
Director D  
Directorate General for Enlargement  
CHAR 05/114  
B-1049 Brussels

Fax: +32 2 2979705

*For the Beneficiary:*

Mr. Božidar Pankretić, M. Sc.  
Deputy Prime Minister of the Government of the Republic of Croatia and Minister of  
Regional Development, Forestry and Water Management  
Trg kralja Petra Krešimira IV br. 1  
HR-10000 Zagreb  
Croatia  
Fax: +385 (1) 6400 644

## 23 NUMBER OF ORIGINALS

This Agreement is drawn up in duplicate in the English language.

## 24 ANNEXES

The Annex A shall form an integral part of this Agreement.

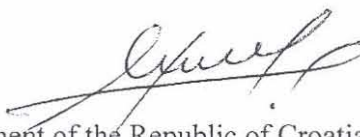


## 25 ENTRY INTO FORCE

This Agreement shall enter into force on the date on which the Recipient notifies the Commission that all internal procedures in the Republic of Croatia necessary for the entry into force of this Agreement have been fulfilled.

Signed, for and on behalf of the Government of the Republic of Croatia by

Mr. Božidar Pankretić, M. Sc.  
Deputy Prime Minister of the Government of the Republic of Croatia and Minister of  
Regional Development, Forestry and Water Management

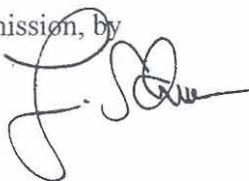


Zagreb

Date: 27. 12. 2010.

Signed, for and on behalf of the Commission, by

Mr Gerhardt Schumann-Hitzler  
Director D  
Directorate General for Enlargement



Brussels

Date: 20/12/2010

**ANNEX A AMENDMENT TO THE PILOT SCHEME FOR PRESERVING  
AND RESTORING CULTURAL HERITAGE IN CONFLICT  
AREAS IN THE WESTERN BALKANS FOR THE YEAR 2009  
ADOPTED BY COMMISSION DECISION C(2010)8408 OF  
06 DECEMBER 2010**

EN

EN

EN

## ANNEX

### Amendment 1 - Pilot scheme for preserving and restoring cultural heritage in conflict areas in the Western Balkans for the year 2009

#### 1. IDENTIFICATION

Beneficiary	Croatia, Montenegro and Serbia
CRIS number	2009/021-771
Year	2009
Cost	EUR 3 million
Implementing Authority	European Commission except for Project 1: Project 1 will be implemented by joint management with the United Nations Development Programme (UNDP)
Final date for concluding the financing agreements	At the latest by 31 December 2010
Final dates for contracting	Two years following the date of conclusion of the financing agreements. No deadline for evaluation projects covered by these financing agreements, as referred to in Article 166(2) of the Financial Regulation. These dates apply also to the national co-financing.
Final dates for execution	Two years following the end date for contracting. These dates apply also to the national co-financing.
Sector Code	41040
Budget line(s) concerned	22.0208 Pilot project for preserving and restoring cultural heritage in conflict areas
Programming Task Manager	Unit D3 Regional Programmes, DG Enlargement
Implementation Task Manager	(1) European Union Delegation to Croatia (2) European Union Delegation to Montenegro (3) European Union Delegation to Serbia (4) Unit D3 Regional Programmes, DG Enlargement

#### 2. PROJECTS

##### 2.a Description of projects

The Budgetary Authority has allocated an amount of EUR 3 million under Article 22.0208 of the budget of the European Communities for 2009 for the development of a pilot scheme for preserving and restoring cultural heritage in conflict areas.

Through this pilot scheme, the Commission intends to among other objectives rehabilitate cultural heritage sites affected by war-related actions, contribute to a sustainable development of sites concerning valuable cultural objects, foster inter-cultural dialogue, reconciliation,



raise the awareness of cultural diversity in the Western Balkans among the youth and eventually support human or local economic development.

It is envisaged that any experience gained under this pilot scheme could also serve to develop a permanent and a wider approach for preserving and restoring cultural heritage in conflict areas in other geographical regions.

This pilot scheme will be developed through three different – though complementary – projects, covering different aspects of rehabilitation of cultural heritage i.e.: cross-border component, local development of a border area, industrial heritage and re-conciliation of communities. An additional evaluation component is also foreseen under this pilot scheme.

Project 1 aims to rehabilitate the external appearance of the most representative national monument of the war-torn city of Vukovar in Croatia, the Worker's Hall, contributing to the conservation of the urban centre as well as, to enhance intercultural and inter-ethnic dialogue within the community and the process of social and economic revival in Vukovar.

Project 2 intends to restore the Ottoman fortress of Besac set in the Albano-Montenegrin frontier region of the lake Skadar. The monument will serve as a catalyst for the socio-economic development of the border region.

Project 3 aims to rehabilitate an old industrial centre and a coal mine in Senjski Rudnik, Serbia and convert them into a regional industrial heritage centre, contributing in this way to sustainable tourism and development.

**Project 1 - ARCH-Vukovar: "Heritage as a means of development. Reconstruction of Architectural Heritage in Vukovar Town Centre - Sustainable Revival and Development of a war-torn community" - Croatia**

Project 1 will contribute to reconciliation between the different communities in Croatia through the cultural, social and economic reconstruction of the war-torn city of Vukovar and the revitalisation of one of its most symbolic monument, the Worker's Hall. The project will contribute to the restitution of the town's material and nonmaterial cultural heritage.

*Expected results*

- (1) External Reconstruction of the Worker's Hall;
- (2) Established mechanism for full participation of stakeholders of different ethnic and cultural background in reaching decisions related to architectural and cultural heritage in the town of Vukovar; Increased awareness of the importance of the common heritage in Vukovar and possibilities for its integration into development, particularly tourism development;
- (3) Improved capacity of all the stakeholders.

**Activity 1: Restoration, conservation, reconstruction and revitalization of the cultural-historical properties selected**

Activity 1 will focus on the external reconstruction/restoration of the Worker's Hall in Vukovar. The facility is one of the most representative buildings in Vukovar's Baroque centre. Its location made it a meeting place for Vukovar citizens regardless of their ethnic backgrounds and the place that held many local cultural events. During the war the complex suffered great extent of damage. Complete reconstruction of this facility will last several years due to the specific needs to remediation process as a consequence of action weather conditions, as well as the size of the facility.

Activity 1 will include the coordination and supervision of the project (activity 1.1), the preparation of the terms of reference of the reconstruction/restoration works (activity 1.2) as well as the actual works (activity 1.3).

Activity 1.1: The organization of the preparation activities (such as the Terms of Reference and the Project Design Task that are needed to secure technical documentation for the missing part of the façade as well as detailed drawings of the outside joinery. This documentation will be prepared in close cooperation with the Ministry of Culture's Directorate for Cultural Heritage Protection Conservation Department in Vukovar.

Activity 1.2: Detailed Terms of Reference and Bills of Quantities for the works contract will be prepared.

Activity 1.3: Reconstruction/restoration activities will be implemented most probably through three works contracts (covering the outside joinery, the street façade and the backyard façade).

#### **Activity 2: Establishing model for involvement of citizens in the decision-making process.**

Activities under this section will aim to establish a model for involvement of citizens in the decision-making process concerning the use of the Worker's Hall. UNDP will facilitate the inclusion of all stakeholders from different cultural and ethnic backgrounds in the process of building a consensus about the future purpose of interior space of the Worker's Hall.

#### **Activity 3: Promotion of cultural diversity, common heritage and dissemination activities**

These activities will have to improve the intercultural dialogue around the heritage shared by the people of Vukovar community. When implementing these activities, local NGOs engaged in cultural preservation, in the promotion of intercultural dialogue and/or in working with youth will need to be involved. To this end, several sub-activities will be organized:

- Work with primary school students on the subject "Our common heritage - Rebuilding a multiethnic society";
- Public presentations of the projects and public discussions
- Publication of tourist material

#### **Activity 4: Development of human resource capacities and economic development**

Activity 4 will focus on the following sub-activities:

- Organization of seminars and workshops relating to restoration and culture as a mean for improving local and regional economic development.
- ~~Study visits for tertiary and secondary education students and students from VET systems.~~

All activities will be implemented by means of a contribution agreement with the UNDP under joint management for an amount of EUR 1 million to be concluded in Q1 2011 in accordance with the terms of the Financial and Administrative Framework Agreement (FAFA) between the European Union and the United Nations signed on 29 April 2003.

#### **Project 2 – Revitalization of cultural heritage in the frame of Sustainable Development in Besac – Montenegro**



Project 2 intends to enhance an economic sustainable development of cultural assets in Southern Montenegro, by restoring the Ottoman fortress of Besac for tourism promotion in the Albano-Montenegrin frontier region of the lake Skadar.

#### *Expected results*

Fortress Besac in Virpazar rehabilitated and Skadar Lake featuring as a recognised tourist attraction. Therefore, the fortress will be protected while becoming a tourist-hospitality point for excursions and fair activities organized by the local population.

#### **Activity 1: Preparatory activities: Collection of the necessary project documentation**

This activity includes the collection of the necessary documentation to carry out the project. It will be implemented and fully financed by the National Authority and will be considered as contribution in kind (not considered part of the co-financing).

#### **Activity 2: Supervision**

This activity will be implemented and fully financed by the National authorities. One service contract for the supervision of the works for an amount of EUR 50 000 will be launched in Q1 2010 (parallel co-financing).

#### **Activity 3: Rehabilitation and revitalization**

This activity includes the preparatory and priority works, conservation and restoring works and the revitalization - infrastructure equipment. This activity will be implemented through one works contract. A call for tenders will be launched for that purpose in Q1 2010.

#### **Activity 4: Awareness and Promotion**

Preparation and printing of the leaflets and publications, as well as the development of a Web page. This activity will be implemented and fully financed from the National Authority and will be considered as contribution in kind (not considered part of the co-financing).

### **Project 3 – Cultural Heritage Facility in Senjski Rudnik - Serbia**

Project 3 focuses on the socio-economic revitalisation of a declining area in Senjski Rudnik, Serbia through the restoration of cultural heritage. These restructuring measures will be of benefit for local employment and economic revitalization while reducing depopulation of the area.

#### *Expected results*

- (1) Site rehabilitated and conditions set for sustainable development of Senjski Rudnik;
- (2) Human capacities improved for fulfilment of various professional tasks relevant for sustainable development of Senjski Rudnik;
- (3) Establishment of a Regional Heritage Centre;
- (4) Preservation of surrounding landscape.

Project 3 will be developed through four main activities: Restoration of the buildings of Aleksandar's shaft, capacity building and professional guidance for the local community, the establishment of a Regional Heritage Centre with its tourism office and documentation centre and development of awareness and promotion activities.

#### **Activity 1 - Restoration of the buildings of Aleksandar's shaft**

The complex of the Mine Shaft consists of three buildings which need immediate intervention to stop further deterioration. The activity aims at implementing all necessary works to ensure restoration and conservation of these buildings and all related surrounding facilities, including

the cleaning-up of the mines and pits to make these available for didactical activities. Appropriate signalling and connectivity have to be put in place to serve the new scopes of the restored buildings. Also, appropriate installations have to be put in place to organise the open-air exhibition. The works are going to be implemented according to already existent pre-feasibility studies.

Activity 1 will be implemented through one works contract following a call for tender expected to be launched in Q1 2010; and one service contract following a competitive negotiated procedure to be launched in Q1 2010.

#### **Activity 2 - Capacity building and professional guidance**

The population of the local community will be made aware of the possible opportunities in diversifying local economy in relation to the rehabilitation of Senjski Rudnik. Capacity building and professional guidance will be provided in order to start-up economic activities linked to the preservation of the open-air museum, to the incoming of visitors and to the promotion of local traditions. This capacity building and professional guidance is meant to be implemented through training courses and demonstration activities specifically addressed to the local population.

Activity 2 (as well as activity 4) will be implemented through one service contract. The call for tender is expected to be launched in Q1 2010.

#### **Activity 3 - Establishment of a Regional Heritage Centre**

The Senjski Rudnik Regional Heritage Centre needs to be established and equipped as a permanent structure which manages, promotes and preserves the heritage location. Besides managing the whole museum area and ensuring its preservation and maintenance, the Centre will work both as a Visitor Centre, Tourist Information Centre, as well as an Information and Documentation Centre. It aims at playing a pivotal role at the regional level, working to the support and promotion of the initiative. The Centre start-up will consist in the identification of the suitable seat for hosting the centre, its refurbishing, equipping and staffing.

Activity 3 will be made possible through a supply contract necessary to duly equip the Regional Heritage Centre. The call for tender is expected to be launched in Q3 2010.

#### **Activity 4 - Awareness and promotion**

The pilot project of Senjski Rudnik will be effective only if properly known and promoted. The aim of this activity is twofold. On the one hand it is aimed at developing a sense of preservation of the landscape mainly felt among the local community and turned into formal acts and regulations. To this extent a participatory approach to local development will be enacted. On the other hand, a number of interventions will be necessary to appropriately promote the location as a destination of interest, such as: the organisation of conferences and launching events, the issuing of promotional materials and publications (also multimedia), the setting up of a website, a corporate image, etc. The Regional Heritage Centre will have to be included in the Regional Route of Industrial Heritage Network as an anchor point of ERIH (European Route of Industrial Heritage).

Activity 4 will be implemented through the same service contract as activity 2. The call for tender is expected to be launched in Q1 2010.

#### **Project 4 - Evaluation component:**



An additional amount of EUR 25 000 is foreseen to carry out an evaluation of the pilot scheme covering the programmes for the years 2008<sup>1</sup> and 2009. The evaluation will be conducted to analyse the impact of the five projects undertaken in the framework of the pilot scheme:

- 2008/020-467-Project 1-Development of a Regional Cultural Heritage Facility in Kosovo<sup>2</sup>.
- 2008/020-467-Project 2-ARCH-Stolac: “Heritage as a bridge between communities. Reconstruction of Architectural Heritage in Stolac Town Centre - Sustainable Revival and Development of a war-torn community” – Bosnia and Herzegovina.
- 2009/021-771-Project 1-ARCH-Vukovar: Heritage as a mean of development. Reconstruction of Architectural Heritage in Vukovar Town Centre - Sustainable Revival and Development of a war-torn community – Croatia.
- 2009/021-771-Project 2-Revitalization of cultural heritage in the frame of Sustainable Development in Besac – Montenegro.
- 2009/021-771-Project 3-Cultural Heritage Facility in Senjski Rudnik – Serbia.

The results will serve for future reference for Commission activities in the field of cultural heritage in other geographical areas.

Project 4 will be implemented through a specific contract under a Framework contract, launched for that purpose in Q2 2011.

## **2.b Overview of past and on going assistance (EU / IFI / Bilateral and national assistance) including lessons learned and donor coordination**

There has been some activity in the field of cultural heritage aiming mainly at reconstructing and restoring cultural sites, often of a religious kind. The Commission has intensified its activities at regional level launching in May 2008 the “Ljubljana Process – Funding Heritage Rehabilitation in South-East Europe”, a joint action of the Council of Europe and the Commission. At national level, several projects are ongoing, mainly in Croatia, aiming at fostering tourism and developing local capacities. The local authorities and civil society organisations are actively participating in these projects.

The very first pilot scheme was launched for the year 2008, focusing on two projects. Project 1 aiming to set up a training facility to maintain and develop further the skills of restoration/reconstruction in Prizren, Kosovo; and Project 2 combining reconstruction of cultural heritage sites with local economic development, reconciliation and promotion of tolerance and cultural diversity within the community in Stolac, Bosnia and Herzegovina. The implementation of these projects has not yet been started.

The lessons learned build upon the experience in the implementation of previous projects in the field of cultural heritage in the area. The main lessons learned concerns the fact that any action related to the idea of “intercultural dialogue” has to be formulated in close cooperation with the stakeholders in order to build the widest possible consensus. The full involvement of a large cross-section of the local community should be obtained in order to develop any project in this field.

The programme will also take into consideration the actions undertaken under other financing instruments that are addressing cultural heritage, such as the Instrument for Pre-Accession Assistance (IPA).

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<sup>1</sup> Commission Decision C(2009)1842 of 19.03.2009.  
<sup>2</sup> under UNSCR 1244/99.

## **2.c Horizontal issues**

### **Equal Opportunities**

In the implementation of the activities under section 2.b, no discrimination on the grounds of ethnic origin, religion and belief, disability, sex and sexual orientation will be accepted.

Specifically, the projects under this pilot scheme will ensure mainstreaming of gender, equal opportunities and minority issues both within the target institutions and the outputs. The team of experts involved in the projects must possess relevant skills to ensure effective mainstreaming of gender equality and minorities inclusion/participation.

### **Environment**

The beneficiaries and/or the awarded organisation implementing the projects under this pilot scheme will ensure the actions undertaken do not damage the environment and will be in line with environmental legislation in Croatia, Montenegro and Serbia. In particular, the reconstruction works will be in line with environmental impact as set out in relevant Regulations consistent with the Law on Environmental Protection.

### **Minorities**

One of the aims of this programme is to enhance the intercultural dialogue and the understanding within the Vukovar community in Croatia. The beneficiaries and/or awarded organisation implementing the project will ensure the respect of the Vukovar population and its minorities and involve them when implementing the project. Given the scope of this project and the situation in the Vukovar area, a special attention to this cross-cutting issue will be paid when organising the dissemination and training activities foreseen in this project. Moreover beneficiaries should ensure a balanced representation of the Vukovar minorities in the training activities foreseen in these projects.

Regarding Montenegro, the project will take account of the principle of minority rights, as stated in the Montenegrin Constitution. The fortress, set at the Albano-Montenegrin border will serve as a good basis of socio-economic and touristic cooperation between both countries and to the benefit of the overall Skadar Lake community. The local population will have equal opportunities to present their crafts at the fairs and benefit from all cultural and economic activities deriving from the restored fortress.

In the case of Serbia, the community, from the very beginning, composed of many engineers, miners and workers coming from various parts of Europe, created strong specific identity based on multiculturalism, dialogue and tolerance – even in the periods of the wars and conflicts at the Balkans. This heritage community is a typical example of European industrial history, periodically characterized by intensive mobility of workers. Preserved heritage is also - although geographically limited - an evident testimony of transnational character of industrialization and existence of shared transnational European cultural identity based on unity of differences.

## **2.d Conditions**

In the event that one or more of the conditions listed below are not met, suspension or cancellation of the project or specific activities will be considered.

- Commitment of all relevant stakeholders throughout the implementation of the projects: national, federal, regional and local authorities in Croatia, Montenegro and Serbia, as well as local and international NGOs and other public and private institutions;



- Signature of numerous agreements/permissions between public authorities, the European Commission and private persons necessary for the implementation of each activity (e.g. concerning the procedures for decision making, rights, obligations and future maintenance of the Worker's Hall in Vukovar; permission for the restoration of the buildings of Aleksandar's shaft and the decision to establish a Regional Heritage Centre in Senjski Rudnik);
- Coordination with relevant stakeholders in the field of cultural heritage needs to be ensured;
- Provision of the co-funding by Croatia and Montenegro in order to conduct the necessary activities.

Moreover, it should be noted that if a property should deteriorate further or the extent to which it is endangered should increase as a result of its being unprotected prior to the start of project implementation, there is a risk of increased costs.

If previously unknown archaeological findings should be uncovered at the start of the works, their surveying, cataloguing and protection could affect the timelines and costs of project implementation. Such findings will be reported to the relevant entity ministries and a request will be made for them to be surveyed and for funds to be provided for their conservation as a matter of urgency.

## 2.e Benchmarks

		2010		2011		TOTAL	
		EU	NF*	EU	NF*	EU	NF*
Number of tenders launched		5	1	0	0	5	1
Number of calls for proposals launched		0	0	0	0	0	0
Framework contract		0	0	1	0	1	0
Contribution agreement		0	0	1	0	1	0
Contracting Rate (%)		71.4	100	28.6	0	100	100

\* In the case of parallel co-financing.

### 3. BUDGET (AMOUNTS IN EUR)

#### 3.1. Indicative budget table

<u>Centralised /Joint management</u>	Institution Building (IB)					Investment (INV)					Total (IB + INV)	Total EU contribution	
	Total expenditure	EU contribution		National contribution*		Total expenditure	EU contribution		National contribution*			EUR (g)=(a)+(d)	EUR (h)=(b)+(e)
	EUR (a)=(b)+(c)	EUR (b)	% <sup>(1)</sup>	EUR (c)	% <sup>(1)</sup>	EUR (d)=(e)+(f)	EUR (e)	% <sup>(1)</sup>	EUR (f)	% <sup>(1)</sup>			
Project 1 - Vukovar						1 340 000	1 000 000	74.6	340 000	25.4	1 340 000	1 000 000	33.3
Contribution agreement – all activities						1 340 000	1 000 000	74.6	340 000	25.4	1 340 000	1 000 000	
Project 2 - Besac	0	0	0	0	0	525 000	475 000	90.5	50 000	9.5	525 000	475 000	15.8
Activity 2						50 000	0	0	50 000	100	50 000	0	–
Activity 3						475 000	475 000	100	0	0	475 000	475 000	–
Project 3 - Senjski Rudnik	500 000	500 000	100	0	0	1 000 000	1 000 000	100	0	0	1 500 000	1 500 000	50
Activity 1						750 000	750 000	100	0	0	750 000	750 000	–
Activity 1.1						551 000	551 000	100	0	0	551 000	551 000	–
Activity 1.2						199 000	199 000	100	0	0	199 000	199 000	–
Activity 2 and 4	500 000	500 000	100	0	0						500 000	500 000	–



### **3.2 Principle of Co-Financing applying to the projects funded under the programme**

The EU contribution, which represents 88.5% of the total budget allocated to this programme, has been calculated in relation to the **eligible expenditure**, which in the case of centralised management is based on the **total expenditure**. Parallel co-financing will be used in particular for projects 1 and 2.

In all the projects, national and local authorities intend to undertake parallel initiatives to complement the project activities.

## **4. IMPLEMENTATION ARRANGEMENTS**

### **4.1. Method of implementation**

For Projects 2, 3 and 4, the programme will be implemented on a centralised basis by the European Commission in accordance with Article 53a of the Financial Regulation<sup>3</sup> and the corresponding provisions of the Implementing Rules.

For Project 1, the programme will be implemented by the European Union Delegation to Croatia by joint management with the UNDP following Article 53d of the Financial Regulation and the corresponding provisions of the Implementing Rules. To this end, the Commission and the UNDP will conclude a contribution agreement, in accordance with the Financial and Administrative Framework Agreement (FAFA).

The implementation of the programme will be managed by the European Union Delegations to Croatia, Montenegro and Serbia, and the Directorate-General for Enlargement with regards to the evaluation component.

### **4.2. General rules for procurement and grant award procedures**

Procurement shall follow the provisions of Part Two, Title IV of the Financial Regulation and Part Two, Title III, Chapter 3 of its Implementing Rules as well as the rules and procedures for service, supply and works contracts financed from the general budget of the European Union for the purposes of cooperation with third countries adopted by the Commission on 24 May 2007 (C(2007)2034).

Grant award procedures shall follow the provisions of Part One, Title VI of the Financial Regulation and Part One, Title VI of its Implementing Rules.

The Commission shall also use the procedural guidelines and standard templates and models facilitating the application of the above rules provided for in the "Practical Guide to contract procedures for EU external actions" ("Practical Guide") as published on the EuropeAid website<sup>4</sup> at the date of the initiation of the procurement or grant award procedure.

## **5. MONITORING AND EVALUATION**

### **5.1. Monitoring**

The Commission may undertake any actions it deems necessary to monitor the programmes concerned.

### **5.2. Evaluation**

Programmes shall be subject to ex ante evaluations, as well as interim and, where relevant, ex post evaluations in accordance with the Financial Regulation and its Implementing Rules,

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<sup>3</sup> Regulation 1605/2002 (OJ L 248, 16.9.2002, p.1).

<sup>4</sup> [http://ec.europa.eu/europeaid/work/procedures/implementation/practical\\_guide/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/practical_guide/index_en.htm)



with the aim of improving the quality, effectiveness and consistency of the assistance from EU funds and the strategy and implementation of the programmes.

The results of ex ante and interim evaluation shall be taken into account in the programming and implementation cycle.

The Commission may also carry out strategic evaluations.

#### **6. AUDIT, FINANCIAL CONTROL AND ANTI-FRAUD MEASURES**

The accounts and operations of all parties involved in the implementation of this programme, as well as all contracts and agreements implementing this programme, are subject to, on the one hand, the supervision and financial control by the Commission (including the European Anti-Fraud Office), which may carry out checks at its discretion, either by itself or through an outside auditor and, on the other hand, audits by the European Court of Auditors. This includes measures such as ex-ante verification of tendering and contracting carried out by the Delegation in the Beneficiary Country.

In order to ensure the efficient protection of the financial interests of the EU, the Commission (including the European Anti-Fraud Office) may conduct on-the-spot checks and inspections in accordance with the procedures foreseen in Council Regulation (EC, Euratom) 2185/96<sup>5</sup>.

The controls and audits described above are applicable to all contractors, subcontractors and grant beneficiaries who have received EU funds.

#### **7. NON SUBSTANTIAL REALLOCATION OF FUNDS**

The authorising officer by delegation (AOD), or the authorising officer by sub-delegation (AOSD), in line with the delegation of powers conferred upon him by the AOD, in accordance with the principles of sound financial management, may undertake non substantial reallocations of funds without an amending financing decision being necessary. In this context, cumulative reallocations not exceeding 20% of the total amount allocated for the programme, subject to a limit of EUR 4 million, shall not be considered substantial, provided that they do not affect the nature and objectives of the programme.

#### **8. LIMITED ADJUSTMENTS IN THE IMPLEMENTATION OF THE PROGRAMME**

Limited adjustments in the implementation of this programme affecting elements listed under Article 90 of the Implementing Rules to the Financial Regulation, which are of an indicative nature<sup>6</sup>, may be undertaken by the authorising officer by delegation (AOD), or by the authorising officer by sub-delegation (AOSD), in line with the delegation of powers conferred upon him by the AOD, in accordance with the principles of sound financial management without an amending financing decision being necessary.

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

<sup>6</sup> These essential elements of an indicative nature are, for grants, the indicative amount of the call for proposals and, for procurement, the indicative number and type of contracts envisaged and the indicative time frame for launching the procurement procedures.