

ZK.V.0726-1-5106



Project part-financed by the European Union (European Regional Development Fund) within the BSR INTERREG III B Neighbourhood Programme



CONTRACT

between

The Swedish Rescue Services Agency (SRSA), as Lead Partner for the implementation of the BSR EUROBALTIC INTERREG III B Programme Project for Civil Protection in the Baltic Sea Region,

represented by

Rolf Nordengren, Head of EU & International Affairs Department

and the Project Partner, Silesian Voivodeship Office in Katowice – Crisis Management Department

represented by

Bogdan Kowalski - Crisis Management Department Head
name/title

Preamble

In order to implement the BSR EUROBALTIC INTERREG III B Programme Project for Civil Protection in the Baltic Sea Region, project– Eurobaltic II, hereinafter referred to as “the Project”, principally approved by the BSR INTERREG III B Steering Committee of the Programme on 8 June 2005 and finally approved by the Chairman of the BSR INTERREG III B Programme, the Partners shall commit to the following.

§ 1 Object

The object of the Contract is the organisation of a partnership in order to implement the Project.

The terms of reference of the Project are indicated in the Application Form of the Project as sent to the BSR INTERREG III B Joint Secretariat, hereinafter referred to as “Joint Secretariat”, in its finalised version with its Work Packages, Milestones, budget, and co-financing statements of the Partners.

§ 2 Definition of Partners

In this Contract the Partners shall be:

The Lead Partner, as the organisation responsible for the overall Project. This organisation is the sole responsible party to the Managing Authority, the Investitionsbank Schleswig-Holstein, hereinafter referred to as “Managing Authority” (MA), concerning the due implementation of the Project.

The Project Partners, as the organisations responsible for the activities of the Project as stated in the Application Form, according to the work plan, the implementation schedule and the budget.

§ 3 Duties and obligations of the Partners

The **Lead Partner** shall perform the following duties and obligations:

The **Lead Partner** is the sole responsible party to the MA of the Programme concerning the due implementation of the Project and compliance with obligations arising from the approval of the grant from INTERREG IIIB to the Lead Partner. The **Lead Partner** will function as administrative and financial co-



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ordinator of the Project. The Lead Partner takes on the responsibility for maintaining links between the Project Partners and the MA and manages the funds granted by the MA to the Project Partners for the running of the project;

The Lead Partner is the sole responsible party to the MA for the Financial Management of the Project. The Lead Partner shall be responsible for the realisation and the transfer of Payment Claims and requests for modification of the budget to the MA. Funds will be disbursed in Euro and any exchange rate risk will be borne by the Project Partner;

The Lead Partner is the sole responsible party to the MA concerning the realisation of the Progress Reports. The Lead Partner must ensure the reliability of the Activity Reports and Financial Reports and other documents drawn up by every Project Partner. The Lead Partner can request further information and evidence to that effect. The Lead Partner is to be audited by an external auditor;

In default of evidence or in the event of non-fulfilment of the Programme rules concerning eligibility of expenses, the Lead Partner shall ask the Project Partner to rework the submitted reports and documents. In case of repeated non-fulfilment, the Lead Partner shall be entitled to deny transfer of the subsidy to a Project Partner. In that case the Lead Partner is obliged to inform the Project Partner concerned on the denial of the transfer and the motivation thereto.

The **Project Partners** commit themselves to do everything in their power to foster the implementation of the Project and shall accept the subsidy as determined by the Joint Secretariat and the obligations formulated in the Subsidy Contract between the MA and the Lead Partner. Each Project Partner is directly and exclusively responsible to the Lead Partner for the due implementation of his respective part of the Project and for the proper fulfilment of his duties and obligations as set out in this contract;

The **Project Partners** and the Lead Partner (in his function as a Project Partner) shall in addition accept the following duties and obligations:

- Providing required data to monitor the project implementation and to draw up the Progress Reports;
- Being responsible for his budget (as below) including the reclamation of funds by the MA through the lead partner in case of failure.

ERDF funding	16 500,00
National co-financing EU Member State	5 500,00
BSR INTERREG III B PARTNER BUDGET	22 000,00
Public non eligible financing	
Private (non eligible) financing	
TOTAL PROJECT PARTNER BUDGET	22 000,00

- Providing progress reports, consisting of an activity report and an audited financial report, to the Lead Partner. The Lead Partner will provide reporting forms, which must be used. Instructions as laid down in the reporting forms or manuals must be observed.
- Providing progress reports to the Lead Partner no later than set out in the project manual.
- Informing the Lead Partner immediately if project costs are reduced, if the project objectives, the action plan or the budget plan on which this contract is based change, or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part.





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Each project partner is at all times obliged to retain for audit purposes all files, documents and data about the project for a minimum period of 10 (ten) years. During this period the commission's auditor have the right to carry out audits. In case of non-compliance the project partner can be obliged to refund.

The Project Partner is to notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the Project.

Each Project Partner including the Lead Partner shall be liable to the other Project Partners and shall indemnify and hold harmless such other partners for and against any liabilities, damages and costs resulting from the non-compliance of his duties and obligations as set forth in this contract.

In the event of co-operation with third parties (public or private bodies), of delegation of part of the activities or of outsourcing, the Project Partners shall remain the sole responsible parties to the Lead Partner and through the latter to the MA, concerning compliance with their obligations by virtue of the conditions set forth in this contract. The Project Partners shall, should they deem it necessary or sensible, notify their Partners of this contract.

§ 4 Duration of the contract

The Project started 1 September 2005. The date of which the Project must be concluded is 31 December 2007. Expenses incurred by the Project Partners prior to or after these dates shall be deemed non-eligible.

§ 5 Result of activities

The project's outcome or results of the joint activities covered by the contract or agreements concerning reports, documents, studies, electronic data and other products shall be disseminated free of charge and are the joint property of the Project Partners. The project's outcome will also be disseminated as appropriate to local and regional authorities in the countries involved in the project.

§ 6 Final statement

The EC guidelines and the distributed financial and legal obligations in documents as below are considered to be integral part of this contract between the Lead Partner and the Project Partners.

- BSR INTERREG III B Eurobaltic Application
- Subsidy Contract set between Investitionsbank Schleswig-Holstein and The Swedish Rescue Services Agency
- EU regulations: Council Regulations (EC) No. 1257/1999, 1260/1999 and 1263/1999, Regulations (EC) No. 1783/1999 and 1784/1999, Commission Regulations (EC) No. 1681/94, 643/2000, 1159/2000, 1685/2000, 438/2001 and 448/2001
- BSR INTERREG III B Eurobaltic Project Manual

§ 7 Place of jurisdiction

This contract shall be governed by and construed in accordance with the laws of Sweden in all respects. Any dispute arising with respect to this contract shall be finally settled by the District Court in Karlstad, Sweden.

§ 8 Form of contract

The contract will be issued in two originals, i.e. one of the originals provided for the Lead Partner and the other one for the Project Partner



Swedish Rescue Services Agency



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§ 9 Entry into force

The contract will enter into force with the signature of both the Lead Partner and the Project Partner.

KRISTAD 06-02-14
Place and Date

Bole Popowgren
Name of Signer
The Swedish Rescue Services Agency

Bole Popowgren
Signature and Stamp

Bole Popowgren 02-03-2006
DYREKTOR WYDZIAŁU

Place and Date
Z up. WOJEWODY ŚLĄSKIEGO

Bole Popowgren
Name of Signer
Project Partner A
Bogdan Kosowski
Dyrektor Wydziału
Zarządzania Kryzysowego

