

Criminal Justice Programme

Project Number N° JUST/2011/JPEN/AG/2943

CONTRACT BETWEEN THE COORDINATOR AND THE CO-BENEFICIARIES

This contract, drawn up under the Criminal Justice Programme, shall govern relations between:

The Coordinator

Justizministerium Mecklenburg-Vorpommern, 29/21 Puschkinstr, 19055 Schwerin, Germany, hereafter named "the Coordinator", represented by Mr Jörg Jesse, Director General of the Department of Prison and Probation Administration, Petentions of Clemency

on the one hand

and the co-beneficiary

FULL LEGAL NAME OF THE INSTITUTION, FULL ADDRESS OF THE INSTITUTION, hereafter named "the Co-beneficiary", represented by NAME AND SURNAME OF THE LEGAL REPRESENTATIVE, ROLE IN THE INSTITUTION

on the other hand,

which have agreed as follows:

Article 1 - Subject

- 1.1 The subject of the contract is the "European treatment and transition management of high risk offenders-Justice Cooperation Network (JCN)" project N. JUST/2011/JPEN/AG/2943 (following: "the action") The Co-ordinator and the Co-beneficiary commit themselves to carrying out the work programme covered by this contract. This work programme comes under the Agreement Number JUST/2011/JPEN/AG/2943 (following:"Grant Agreement") signed between the Co-ordinator and the Directorate-General Justice of the European Commission.
- 1.2 The co-beneficiary expressly declares it is aware of the meaning of Art. I.1.1 and I.1.2 of the Grant Agreement. He undertakes to do everything in their power to carry out the action as described in Annex I, acting on their own responsibility. This contract shall regulate the proper performance of the action, see Art. I.3.2 of the Grant Agreement.
- 1.3 The total eligible cost of the action is described in Article I.4.1 of the grant agreement. The Directorate General Justice of the European Commission shall contribute a maximum of EUR 645.586,42 equivalent to 73,85% of the total eligible cost, as referred to in Art. I.4.3 of the Grant Agreement

Article 2 - Duration

- 2.1 The project referred to in Article 1.1 above has a duration of 24 months. It starts **on 01/11/2012 and ends on 31/10/2014.**
- 2.2 This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Art. 5.
- 2.3 The period of eligibility of the costs starts on 01/11/2012 and ends on 31/10/2014.

Article 3 - Obligations of the Co-ordinator

The Co-ordinator shall:

- 3.1 take all the steps necessary to prepare, perform and correctly manage the work programme set out in this contract and in its annexes;
- 3.2 attach a copy of this contract to the Grant Agreement. Art. I.3.1 of Grant Agreement lists the obligations of the co-ordinator and is therefore referred to.

Article 4 - Obligations of the Co-beneficiary

- 4.1 The Co-beneficiary shall be aware of his obligations listed in Art. I.3.2 of the Grant Agreement.
- 4.2 to specifically carry out the delegated activities, respecting the given deadlines, as set out in Annex 3 (Calendar of Activities) and Annex 4 (Description of the Co-beneficiary's role);
- 4.3 to produce the interim and final financial reports, respecting the given deadlines, as set out in Article 8.
- 4.4 to produce the interim and final activities reports, respecting the given deadlines, as set out in Article 8.
- 4.5 require authorisation to the Co-ordinator for any transfer between headings of eligible costs, modifying the Annex 5 (Co-beneficiary's Budget);

Article 5 - Payments

- 5.1 The Co-ordinator will carry out payments relating to the subject matter of this contract to the Co-beneficiary according to the achievement of the tasks and according to the following schedule:

1st instalment: equal to 20% of the co-beneficiary share of grant (see Annex II of the Grant Agreement) and related to the foreseeable costs to be incurred in the period before the 2nd Workshop, will be transferred within 15 days after both parts having signed the present agreement.

2nd instalment: equal to 20% of the co-beneficiary share of grant (see Annex II of the Grant Agreement) and related to the foreseeable costs to be incurred in the period before the 3rd workshop, will be transferred after 2nd workshop is held and after the assessment by the Co-ordinator of the 1st Financial report that will have been submitted by the co-beneficiary. The assessment will check the eligibility of the expenditures declared and the suitability of the financial documents enclosed to justify each of them. The assessment will also check the in progress achievement of the tasks assigned to the co-beneficiaries as set out in the Calendar of Activities. Full payment of the above mentioned 2nd instalment will only be made if the Co-beneficiary demonstrates in the Financial report, and through supporting documents to have spent at least 40% of its total budget. In case the Co-beneficiary reports and justify less than 40% of the budget, the amount of the 2nd instalment will be reduced accordingly.

3rd instalment: equal to 20% of the co-beneficiary share of grant (see Annex II of the Grant Agreement) and related to the foreseeable costs to be incurred in the period until the end of the 4th Workshop will be transferred after the submission by the co-beneficiary of the Progress report (including the 2nd financial report and activities, exploitation, dissemination and evaluation reports). The 3rd instalment will be transferred after the assessment by the Co-ordinator of the Interim Report that will have been submitted by the co-beneficiary. The assessment will check the eligibility of the expenditures declared and the suitability of the financial documents enclosed to justify each of them. The assessment will also check the in progress achievement of the tasks assigned to the co-beneficiaries as set out in the Calendar of Activities. Full payment of the above mentioned 3rd instalment will only be made if the Co-beneficiary demonstrates in the Financial report, and through supporting documents to have spent at least 60% of its total budget. In case the Co-beneficiary reports and justify less than 60% of the budget, the amount of the 3rd instalment will be reduced accordingly.

4th instalment: equal to 20% of the co-beneficiary share of grant (see Annex II of the Grant Agreement), will be transferred after the submission by the Co-beneficiary of the final report (including the financial report and activities, exploitation, dissemination and evaluation reports). The 4th instalment will be transferred after the assessment by the Co-ordinator of the Final Report that will have been submitted by the Co-beneficiary. The assessment will check the eligibility of the expenditures declared and the suitability of the financial documents enclosed to justify each of them. The assessment will also check the final achievement of the tasks assigned to the co-beneficiaries as set out in Annex 3 (Calendar of Activities) and in Annex 4 (Description of the Co-beneficiary's role).

Full payment of 4th instalment will only be made if the co-beneficiary has spent at least 100% of its total budget. In case the project co-beneficiary will report and justify less than 100% of the budget, the amount of the 4th instalment will be reduced accordingly.

5th and final instalment: equal to 20% of the co-beneficiary share of grant (see Annex II of the Grant Agreement), will be transferred within 30 days from the date of receipt by the Co-ordinator of the final payment of the funding from the Directorate General Justice of the European Commission.

The calculation of the 5th and final instalment will be reviewed according to the final assessment of the Directorate General Justice of the European Commission of the Final Report, the final total grant being calculated as the 90,73 % of the total expenses declared and justified by the Co-beneficiary in its Financial Report and assessed as eligible by the Directorate General Justice of the European Commission.

All bank costs for the payment transfers will be charged to the co-beneficiary.

5.2 All payments shall be regarded as advances pending explicit approval by the Directorate-General Justice of the European Commission of the final report, the corresponding cost statement and the quality of the results of the project.

5.3 Any revenue generated by the project and received by the Co-beneficiary shall be declared in the financial statement and shall limit the Directorate-General Justice of the European Commission financial contribution to the amount required to balance revenue and expenditure. Any revenue shall be declared and communicated to the Co-ordinator, in order for the Co-ordinator to be able to inform about it the Directorate General Justice of the European Commission.

- 5.4 The final payment as mentioned before can be adapted to take into account the revenues generated by the project and shall constitute the payment of the amount necessary to balance revenue and expenditure.
- 5.5 The Co-ordinator may suspend the payment if the appropriate supporting documents have not been produced or if the Co-beneficiary has infringed the provisions of the contract.
- 5.6 If any amount is unduly paid to the Co-beneficiary, or if recovery is justified under the terms of the present contract and/or of the Agreement signed between the Co-ordinator and the Directorate General Justice of the European Commission, the Co-beneficiary undertakes to repay the Co-ordinator the sum in question on the terms and date specified the Co-ordinator. If the Co-beneficiary fails to pay by the date set by the Co-ordinator, the sum due shall bear interest at the rate applied by the European Central Bank for its main refinancing operations in Euro, plus three and a half points.

Article 6 - Bank account

- 6.1 The payments will be made via bank transfer to the bank account provided by the co-beneficiarys in Annex 1. The co-beneficiary will immediately inform the Co-ordinator of any change in the information provided in Annex 1.
- 6.2 It should be possible to identify the payments made by the Co-ordinator on the co-beneficiarys' bank account

Article 7 - Reports

- 7.1 The Co-beneficiary shall provide the Co-ordinator with the 1st interim financial report detailing all the expenditures carried out within the project framework, enclosing, for each expenditure declared, the related proofs (e.g. invoices, receipts, tickets, payslips etc.) by 30/06/2013.
- 7.2 The Co-beneficiary shall provide the Co-ordinator with the 2nd interim financial report detailing all the expenditures carried out within the project framework, enclosing, for each expenditure declared, the related proofs (e.g. invoices, receipts, tickets, payslips etc.) by 30/09/2013.
- 7.3 The co-beneficiary shall provide the Co-ordinator with the interim activities, evaluation, exploitation and dissemination reports enclosing all the necessary documents to demonstrate the work carried out by the 15/09/2013.
- 7.4 The Co-beneficiary shall provide the Co-ordinator with the final financial report detailing all the expenditures carried out within the project framework, enclosing, for each expenditure declared the related proofs (e.g. invoices, receipts, tickets, payslips etc.) by the 31/10/2014.
- 7.5 The co-beneficiary shall provide the Co-ordinator with the final activities, evaluation, exploitation and dissemination reports enclosing all the necessary documents to demonstrate the work carried out by the 31/10/2014.
- 7.6 The financial report has to be made in compliance with the Administrative and Financial rules contained in the Project Administrative and Financial Manual handed during the kick off meeting and available on the JCN project web site. The reports have to be created filling in the forms provided by the Co-ordinator.
- 7.7 On receipt of each report, the Co-ordinator may:
- Approve the report
 - Ask the co-beneficiary for supplementary documents or additional information it deems necessary to allow the approval of the report
 - Reject the report and ask for the submission of a new report
- The Co-beneficiary will have to respect the time limit for the submission of supplementary documents or of a new report.
- In the event of a renewed rejection, the Co-ordinator has the right to terminate the agreement and ask the Co-beneficiary for a refund of the funds already transferred and not duly justified.

Article 8 - Monitoring and Audits

- 8.1 The Co-beneficiary shall provide without delay the Co-ordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this Contract.

8.2 In the event of financial and/or operational auditing by the Directorate General Justice of the European Commission, the European Court of Auditors or any other duly authorised person, the Co-beneficiary shall co-operate with the Co-ordinator such that the latter has all the necessary information or, should the occasion arise, with any documentary or on-the-spot control and this for the whole contractual period and during the 5 years following the date of completion of the contract.

Article 9 - Liability

9.1 Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.

9.2 The Co-beneficiary shall protect the Directorate General Justice of the European Commission, European Commission, the Co-ordinator and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the Directorate General Justice of the European Commission, European Commission, the Co-ordinator or their personnel.

Article 10 - Termination of the contract

10.1 The Co-ordinator may terminate the contract if the Co-beneficiary has inadequately discharged or failed to discharge any of the contractual obligations or has not carried out their attributed role in an efficient or satisfactory manner, insofar as this is not due to force majeure, after notification of the Co-beneficiary by registered letter has remained without effect for one month.

10.2 The Co-beneficiary shall immediately notify the Co-ordinator, supplying all relevant information, of any event likely to prejudice the performance of this contract.

10.3 In the event the co-beneficiary terminates its participation in the project, they will receive payment based on the report of activities and the financial report carried out up until the termination date. If the co-beneficiary receives payment but terminates their participation in the project without completing their assigned activities under the terms of this Contract and of the Agreement signed between the Co-ordinator and the Directorate General Justice of the European Commission, they are obligated to reimburse the payment received.

Article 11 - Jurisdiction clause

11.1 Failing amicable settlement, the Courts of Schwerin shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

11.2 The law applicable to this contract shall be the law of Germany.

Article 12 - Amendments or additions to the contract

12.1 Amendments to this contract shall be made only by a supplementary agreement signed on behalf of each of the parties by the signatories to this contract.

Article 13 - Ownership of the results

13.1 The ownership of the collective material resulting from the actions carried out within the Project N. JUST/2011/JPEN/AG/2943 belongs to the project's Co-ordinator and of for the project agreed purposes to all the project partners.

The Co-ordinator grants the Directorate General Justice of the European Commission the right to make free use of the results of the action, provided it does not breach its confidentiality obligations or existing industrial or intellectual property rights.

13.2 All material already developed prior to the project and brought into the project may be used only within the scope of the project by partners, with the Intellectual Property Right being retained by the project partner in question. Permission for reproduction and scale of reproduction of such material has to be agreed in writing beforehand. Any money needed for clarifying rights for material already developed outside the project have to be financed by other sources than the project budget.

13.3 Where project partners have the intention of adapting and reusing parts of the collective material or translate the material in any other language than their own they have to obtain their permission from the individual copyright holders. If any of the partners has the intention to transfer its rights for the collective product to a third party it must ask for permission from all copyright holders for their parts.

13.4 All material developed within the project will be available for the partnership for dissemination purposes within the common goals set in the partnership and will be available for free.
Collective products in tangible form may be disseminated for free as long as they are not marketed or passed on to third parties for profit during the lifetime of the project.

13.5 Where a partner has the intention to use the collective products for commercial purposes after the end of the project, permission has to be obtained from each copyright holder, and fees paid where appropriate. Each partner remains the copyright holder for its own contribution - this may be a text, a design or a concept of material or media of transmission. As soon as the partnership has ended each copyright holder has to be asked for permission for reproduction and/or licence.

13.6 The issues on Intellectual Property Rights may be subject to further amendments and a separate agreement in case a project partner is willing to commercialise the project results.

Article 14 - Special Conditions

14.1 The Co-beneficiary is committed to indicate on every document produced within the project for information and or dissemination purpose that the project has been funded by the European Commission in the framework of the Criminal Justice Support Programme. Also the EU flag and the Logo of the programme should be added.

14.2 The co-beneficiary is also committed to indicate that the content of the project does not necessarily reflect the position of the European Commission or the Directorate General Justice of the European Commission, nor does it involve any responsibility on their part

Annexes

Annex 1 Financial Identification Form
Annex 2 Calendar of Activities
Annex 3 Co-beneficiary's budget

Done in two copies.

For the **Co-ordinator**,

The legal representative
Jörg Jesse
*Director General Department of Prison
and Probation Administration, Petentions of Clemency
Justizministerium Mecklenburg-Vorpommern*

[signature]:

*Stamp:
[Place and date]*

For the **Co-beneficiary**,

The legal representative
NAME AND SURNAME
ROLE IN THE INSTITUTION

FULL NAME OF THE INSTITUTION

[signature]:

*Stamp:
[Place and date]*