

PARTNERSHIP AGREEMENT 7-5/4180-1

The Ministry of Justice and Digital Affairs on behalf of the Republic of Estonia, registry code: 70000898, registered address: Suur-Ameerika 1, 10122 Tallinn, Estonia, represented by Ms. Tiina Uudeberg, Secretary General (hereinafter the "Project Promoter")

and

Penitentiary Academy of Ukraine, registry code: 08571788, registered address: 34 Honcha str. 14000, Chernihiv, Ukraine, represented by Mr. Serhii Hrechaniuk, Rector of the Penitentiary Academy of Ukraine (hereinafter the "Project Partner")

hereinafter referred to individually as a "Party" and collectively as the "Parties"

for the implementation of the Project " Enhancing and Aligning the Competency Standards of Ukrainian Prison Officers with European Standards "

implemented with the contribution of The Estonian Centre for International Development (ESTDEV)

AGREED AS FOLLOWS:

Article 1 - Scope and objectives

1. This Partnership Agreement (hereinafter referred to as the "Agreement") defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the project " Enhancing and Aligning the Competency Standards of Ukrainian Prison Officers with European Standards " (hereinafter referred to as the "Project") as described and defined in Annex I "List of activities".
2. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.

Article 2 - Entry into force and duration

1. This Agreement shall enter into force on the date of the last signature by the Parties. Notwithstanding this, the provisions of this Agreement, including the implementation of all activities described in Annex I, shall apply retroactively as of 1 April 2025. The partnership between the Parties is considered to have started on that date.
2. The partnership is implemented under the project contract between the Project Promoter and the Estonian Centre for International Development (hereinafter referred to as the "Programme Operator") for the Project.
3. This Agreement shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement or until termination of the Agreement as stipulated herein.

Article 3 - Main roles and responsibilities of the Parties

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Project.
3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.
4. The Parties shall carry out the project activities as described in Annex I "List of activities" to this agreement. The contents and/or timing of activities contained in Annex I may be subject to change upon agreement between the Parties.
5. Should any of the Parties not have appropriate specialists during the implementation of any of the activities defined in Annex I, they can invite outside specialists/partners which can occur only after the approval of the other Party.
6. Each Party shall appoint a Project Manager who shall have operational responsibility for the implementation of the Project as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties. Notices related to the Agreement shall be forwarded to the other Party via the contact details specified in the Agreement. Each Party is obliged to immediately inform the other Party about changes in contact details.

Article 4 – Rights and obligations of the Project Promoter

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator. By signing the Agreement, the Project Partner authorises the Project Promoter to represent it in communication with the Programme Operator regarding any issues related to the Project implementation.
2. The Project Promoter undertakes to, *inter alia*:
 - (a) ensure the correct and timely implementation of the Project's activities;
 - (b) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
 - (c) provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations; in cases where such documents, data and information are not in English, it shall provide an English translation thereof when so requested by the Project Partner;
 - (d) prepare and submit in a timely manner to the Programme Operator interim project and financial reports in connection with the payment claims, in compliance with the Project Contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
 - (e) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;

- (f) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks.
- 3. The Project Promoter is not liable for the damages and injuries incurred by the Project Partner, staff of the Project or the target group during the Project implementation, and in such cases the Project Promoter shall not satisfy claims for compensation.
- 4. In compliance with the requirements in the relevant laws and regulations, the Project Promoter undertakes to ensure security and protection of the personal data and sensitive information received from the Project Partner through its documents

Article 5 – Rights and obligations of the Project Partner

- 1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex I “List of activities”.
- 2. In addition to the above obligations, the Project Partner shall:
 - (a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
 - (b) provide the Project Promoter with all information necessary for the preparation of any reports due by the Project Promoter to the Programme Operator within the deadlines and according to the reporting forms set by the Project Promoter;
 - (c) immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project;
 - (d) keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for a period of five years;
 - (e) effectively participate in promoting the objectives, activities and results of the Project, including communication activities and public visibility measures. All events organized within the framework of the Project, including their advertisements, printed materials, social media posts, marketing materials, etc., must feature the logo of ESTDEV (available on the official website).

Article 6 – Financial management and payment arrangements

- 1. Payment of the project grant share covering the remuneration of the Project Manager shall be made to the Project Partner on a monthly basis, based on an invoice and a corresponding report of the activities carried out during the invoiced period, both submitted by the Project Partner. These documents shall serve as confirmation of the scope and content of the activities carried out. The final amount of remuneration shall be determined after the deduction of all taxes and mandatory contributions required by the national legislation of the Project Partner, as well as any applicable banking service fees. Remuneration shall be calculated in the national currency of the Project Partner’s country of residence.
- 2. The share of the Project Partner is 525 euro per month, maximum total amount 16 275 euro.
- 3. The invoice and report shall be submitted no later than the 10th calendar day of the following month. First invoice and report shall be submitted on the month following the entry into force of the Agreement, covering the period starting on April 1st, 2025.

4. The Project Promoter shall ensure payment within 30 working days from receipt of both documents, provided that the reported activities are deemed eligible under this Agreement.

5. All amounts shall be denominated in euro. Conversion from national currencies to euro shall be determined by the valid exchange as recorded by the European Central Bank for the date on which the expenditure was incurred. The exchange rate risk shall be borne by the Project Partner.

6. Payments to the Project Partner shall be made to Penitentiary Academy of Ukraine bank account denominated in euro, identified as follows:

Bank name: JSC CB “PRIVATBANK”

Address: 1D Hrushevskoho St., Kyiv, 01001, Ukraine

Account holder: Penitentiary Academy of Ukraine

Account number: UA6730529900000252020163000693

BIC/Swift: PBANUA2X

7. Payments shall be deemed to have been made on the date on which the Project Promoter’s account is debited.

Article 7 – Proof of expenditure

1. Invoices submitted by the Project Partner shall be supported by a corresponding activity report of the Project Manager. Submission of the invoice without the respective report shall not be considered valid for payment purposes.

2. Proof of expenditure shall be provided by the Project Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.

Article 8 – Progress and financial reports

The Project Partner shall provide the necessary information when asked by the Project Promoter when the latter needs to report to the Programme Operator either technically or financially. The Project Promoter shall by way of this provision ensure that it receives in a timely manner within ten working days all the necessary information to comply with its reporting obligations to the Programme Operator. If this turns out to be impossible for the Project Partner, a new reasonable deadline shall be agreed upon by the Parties.

Article 9 – Audits

The Project Partner acknowledges that the Programme Operator has the right to carry out audits.

Article 10 - Conflict of interest

1. The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests

which could arise during the performance of the Agreement must be notified to the other Party in writing without delay. In the event of such conflict, the Party concerned shall immediately take all necessary steps to resolve it.

2. Each Party reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Parties shall ensure that their staff, board and directors are not placed in a situation which could give rise to conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.

Article 11 – Confidentiality

1. Both Parties and their employed personnel, be this contractually or nominally engaged, shall maintain professional secrecy for the duration of this Agreement and for three years after completion thereof. In this connection, except with the prior written consent of the other Party or when it is required by law, neither Party nor the personnel employed shall at any time communicate to any person or entity any information that may adversely affect the successful implementation of this Agreement. This is without prejudice to any existing obligations to disclose information to the Public Authorities of both the Promoter's country and Partner's country, the Programme Operator, or for auditing purposes.

2. The Parties undertake to preserve the confidentiality of reports, documents and any information exchanged in pursuance of the present Agreement.

Article 12 - Intellectual property rights

The issue of the intellectual property rights of products prepared during the fulfilment of the project will be, in every specific case, agreed in an additional annex to this Agreement signed by the Parties.

Article 13 –Liability

1. The financial responsibility of the Project Promoter under this Agreement is limited to the activities defined in Annex I and respectively to the amount approved by the Programme Operator (see Annex II – Detailed budget). The Agreement does not provide or imply, directly or indirectly, any responsibility or liability of the Project Promoter for any other claims for damages, loss or injury from a third party, which the Project Partner may sustain in consequence of, or arising out of, the implementation of the Project and the contractual relationship and/or partnerships entered into by the Project Partner for the purpose of the Project.

Article 14 – Irregularities

1. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.
2. In the event of force majeure, the Party shall be required to comply with the Agreement as soon as possible. If, due to force majeure circumstances, the fulfilment of the obligations arising from the Party's Agreement is prevented for more than 2 (two) consecutive months, the Parties may terminate the Agreement.

Article 15 – Suspension of payments and reimbursement

1. In cases where a decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the Programme Operator, the Project Partner shall take such measures as are necessary to comply with the decision.
2. For the purposes of the previous paragraph, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Project Partner.

Article 16 – Termination

1. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations by serving a three month written notice and without being required to pay compensation.
2. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.
3. Each Party may suspend the implementation of all or part of project activities specified under Annex I with immediate effect, if circumstances (chiefly force majeure) make it too difficult or dangerous to continue. The suspending Party shall inform the other with a five-day notice and provide all the necessary details. If the unpredicted conditions are no longer valid, the two Parties will attempt at resuming the implementation of the project by exchange of letters.

Article 17 - Assignment

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.
2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator's prior consent in accordance with the provisions of the Project Contract.

Article 18 – Amendments

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

Article 19 – Severability

1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as

amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties' original intent.

Article 20 – Notices and language

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

For the Project Promoter:

*Ministry of Justice and Digital Affairs of the Republic of Estonia
Suur-Ameerika 1, 10122 Tallinn, Estonia*

Main contact: Meribel Moldau, phone: +372 5455 0545, e-mail: meribel.moldau@justdigi.ee.

For the Project Partner:

*Penitentiary Academy of Ukraine
34 Honcha str. 14000, Chernihiv, Ukraine*

Main contact: Vyacheslav Puzyrny, phone: +380932004204, e-mail: 1991-ukraine@ukr.net.

2. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

The following appendices are attached to the Agreement upon signing:

- Annex I: Agreed activities;
- Annex II: Detailed budget;

This Agreement has been prepared in two originals, of which each Party has received one.

The Project Promoter



Signed in Tallinn

2 May 2025

TIINA UUDEBERG
SECRETARY GENERAL
MINISTRY OF JUSTICE AND
DIGITAL AFFAIRS

The Project Partner



Signed in Chernihiv/Ukraine

13 May 2025

SERHII HRECHANIUK
RECTOR OF THE PENITENTIARY ACADEMY