

TRAINING CONTRACT 1.11-9/2101-1

Tallinn

“.....”2018

POLICE AND BORDER GUARD BOARD, represented by Seila Hõbe acting as Head the Logistics Bureau, acting on the basis of the directive No 63 of the Director General and No 1.9-5.4/97t of the Deputy Director General for Assets Management on one side (hereinafter – the Contracting Authority),

and

POLICE UNIVERSITY COLLEGE OF FINLAND represented by Mr. Timo Rajala administrative director, acting on the basis of statue, on the other side (jointly hereinafter – the Contractor),

separately also named as Party and jointly the Parties, have entered into this training contract (hereinafter – the Contract) in the following:

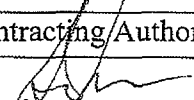
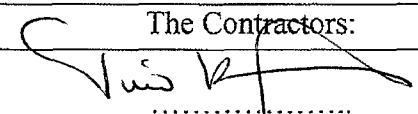
1. The object of the Contract

- 1.1 The contract shall be concluded on the basis of clause § 126 of the Public Procurement Act of Republic of Estonia, the CPV code is 80532000-2.
- 1.2 Parties shall conclude the Contract, relying on the Contractor’s tender, the Contractor’s declarations and confirmations specified in the Contract and presuming in good faith the Contractor’s professionalism and adeptness in due performance of the Contract. . In case of using sub-contractors, the Contractors shall be responsible before the Contracting Authority for the due performance of the Contract.
- 1.3 The object of the Contract is the purchase of ATV training course in Padasjoki, Finland for 4 participants.
- 1.4 Annexes that are signed at the same time as the Contract:
 - 1.4.1 Annex 1- ATV training program;
 - 1.4.2 Annex 2- ATV training info.

2. The place of the training

- 2.1 The training is carried out by the Contractor’s contact person stipulated in clause 9.1.2.
- 2.2 The training is taking place 15.10-18.10.2018.
- 2.3 The detail info about the training program is in annex 1.
- 2.4 In the end of the training, the Contracting Authority’s contact person will compose delivery and acceptance protocol, which will be signed by contact persons stipulated in clause 9.1.
- 2.5 The contract is funded by the internal security project number ISFB-25.

3. Parties obligations

The Contracting Authority:	The Contractors:
 Seila Hõbe	
Police and Border Guard Board	Police University College of Finland

- 3.1 The Parties are obligated to inform the contact person in clause 9.1 about the relevant information regarding to the training which affects the activities of the other Party without delay.
- 3.2 The Contactor is obligated:
 - 3.2.1 to carry out the training what is accordance with all the conditions set in the contract and annexes, including ensuring that the training is carried out by trainers who have necessary qualification.
- 3.3 The Contracting Authority is obligated:
 - 3.3.1 to inform the participants about the timetable and dates of the training;
 - 3.3.2 to pay for the training course to the Contractor specified in the contract in accordance with the conditions provided in the contract.

4. Contract value and order of payment

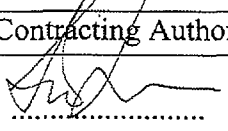
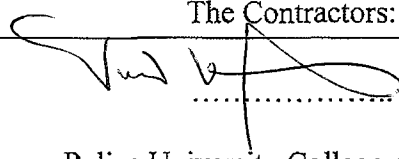
- 4.1 The contract value is 11 700 (eleven thousand and seven hundred) euros without added tax.
- 4.2 The Contractor shall submit an invoice after the contact persons have signed the delivery and acceptance protocol. The invoice shall refer clearly and directly to the Contract and must contain necessary data for performing the payment (name of the bank, number of the account, bank code, SWIFT, IBAN, etc.). An invoice not conforming to these requirements shall not be paid.
- 4.3 The Contractor shall send the invoice to the contact person stipulated in clause 9.1.
- 4.4 The payment shall be effected within 21 (twenty one) calendar days starting from the receipt of the relevant invoice. The place of accrual of the payments under this Contract shall be the Contractor's settlement account specified in the invoice.

5. Assignments, amendment and cancellation of the Contract

- 5.1 The Contract shall enter into force from the moment of signing of the Contract by the Parties.
- 5.2 Amendments to the Contract and its integral parts shall be possible only by written agreement of the Parties.

6. Liability of the Parties

- 6.1 The parties are liable for the obligations set it the contract.
- 6.2 In case the non-performance or undue performance of the contractual obligations leads to damage to the Contracting Authority or to third persons, the Contactor shall be obliged to restore the conditions to the ones before the caused damage or to compensate the Contracting Authority for the costs incurred by restoring the conditions.
- 6.3 Without limiting other provisions of the Contract, both Parties shall take reasonable steps for decreasing damage which is or which might be a ground for any claim for contractual damages.
- 6.4 Contractual penalties and interests on account of late payment shall be paid within 21 (twenty one) working days starting from the receipt of the relevant claim.
- 6.5 In case of violating the confidentiality requirement, the Contracting Authority shall have the right and the Contractor shall have an obligation to pay contractual penalty up to 30% (thirty per-cents) of the training contract value for each such a violation.

The Contracting Authority:	The Contractors:
 Seila Höbe Police and Border Guard Board	 Police University College of Finland

- 6.6 By delaying payment against a duly submitted invoice, the Contractor shall have the right to demand and the Contracting Authority shall have the obligation to pay the interest on account of late payment in the amount of 0,02% (zero point zero two per-c) of the sum to be paid for each calendar day of the delay.
- 6.7 The Contactor's liability for any damage arising from performance of this Contract is limited to the cost of the contract.

7. Force majeure

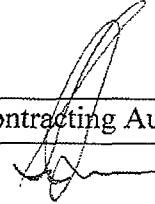
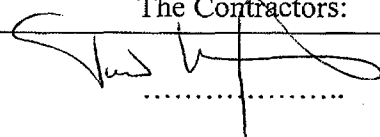
- 7.1 Non-performance or undue performance of obligations proceeding from the Contract will not be deemed as violation of the Contract and it is excused, if it is caused by force majeure. Force majeure are circumstances which are beyond the control of the obligor and which, at the time the Contract was entered into or the noncontractual obligation arose, the obligor could not reasonably have been expected to take into account, avoid or overcome the impediment or the consequences thereof which the obligor could not reasonably have been expected to overcome.
- 7.2 The influenced by force majeure party shall inform the other party immediately about the cessation of hindrances caused by force majeure.

8. Confidentiality

- 8.1 Confidential information is understood by the Parties as personal data, security data and other information learned by performing the Contract and disclosure of which may violate the Contracting Authority's interests. Confidential information does not comprise information the obligation to disclose proceeds from legal acts on condition that such a disclosure is carried out by the most possible restricted way.
- 8.2 The Contractor is obliged to handle confidentially the information learned by performing the information regarding the Contracting Authority and its activities. Sale, offer or distribution of relevant information by the Contractor or related to him/her person shall be handled as essential violation of the Contract.
- 8.3 Confidentiality requirement has no specified term.

9. Contact persons

- 9.1 Arrangement of fulfilling Contractual obligations of the Parties, incl. signing of the instrument of delivery and receipt and transmittal of notifications, claims and other documents specified in the Contract, shall be effected via the contact persons:
- 9.1.1 Contracting Authority's contact person: Maigi Raukas, phone: +372 53456588, email: maigi.raukas@politsei.ee;
- 9.1.2 Contractor's contact person: Petri Marttila, phone: +358 (0) 295 483 679, email: polamk@poliisi.fi.
- 9.2 All notifications and claims shall be submitted in writing and be addressed to the contact persons specified in clause 9.1.1 and 9.1.2 of the contract.

 Seila Høbe Police and Border Guard Board	 Police University College of Finland
The Contracting Authority:	The Contractors:

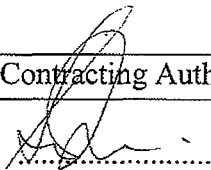
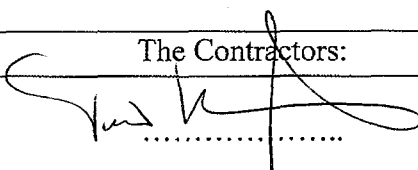
9.3 In case of changes regarding the contact persons, the other party shall be notified at least 5 (five) calendar days in advance. The named notification shall be annexed to the Contract and this will not be considered an amendment to the contract.

10. Final provisions

10.1 Invalidity of a single provision of the Contract shall not bring along invalidity of the whole Contract or other provisions of the Contract. The Contract shall remain in force unless the Parties have entered into the Contract without a provision in void.

10.2 The basis for the performance of the Contract and for settling disputes shall be the legislation of the Republic of Estonia.

10.3 The Parties shall attempt to resolve the disputes arising from the Contract through negotiation. In case an agreement cannot be reached the dispute shall be settled in court of the Republic of Estonia.

The Contracting Authority:	The Contractors:
 Seila Hõbe Police and Border Guard Board	 Police University College of Finland



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ATV COURSE PROGRAM

Padasjoki 15.-19.10.2018


Petri Marttila, Senior Sergeant, course person in charge 0295 483 679
Changes in the program are possible, for example, due to weather conditions.

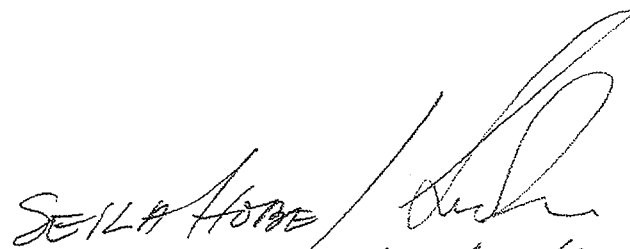
MONDAY 15.10.2018

10:00	Opening of the course and practical arrangements
11:00	Theory of driving technology
12:00	Lunch
13:00	Theory of driving technology
14:00	Preparing for driving lessons
15:00	Driving lessons
16:00	Driving lessons
18:00	Service

TUESDAY 16.10.2018

09:00	Reflection, ATV structure and technology
12:00	Lunch
13:00	Driving exercises, cross training in terrain
17:00	Service


14.10.18


SEILA HOVI
12.10.18



POLIISI
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WEDNESDAY 17.10.2018


09:00 Exercise on the road
10:00 Exercise on the road
11:00 Exercise on the road
12:00 Lunch
12:00 Driving exercises, cross training in terrain
17:00 Service

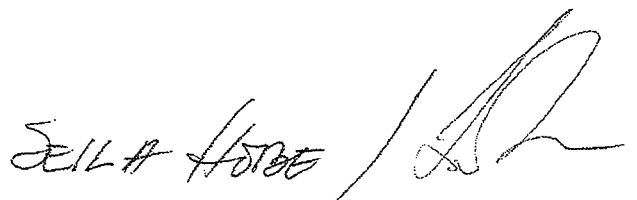
THURSDAY 18.10.2018

09:00 - 11:00
Additional teaching (reservation)
otherwise, the day starts at 13:00 after lunch
12:00 Lunch
13:00 Navigation trainers by group. Mapping systems and GPS user training
17:00 Dinner
18:00 Loading, load binding and towing
19:00 Dark driving and service

FRIDAY 19.10.2018

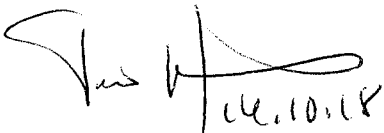
09:00 Handling test
12:00 Lunch
13:00 Return of Equipment ja course decision about 14.00

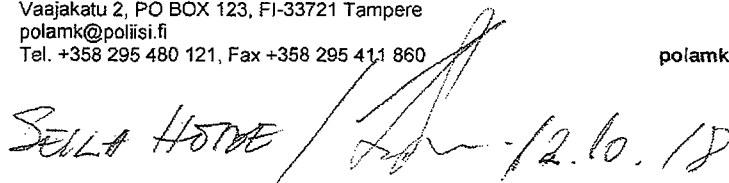

14.10.18


12.10.18

ATV COURSE INFO

Contact Information	Course manager: Petri Marttila, Senior Sergeant, +358 (0) 295 483 679
Venue	Course will be organised in Padasjoki training area. Address: Kelkutteentie 1, 17500 Padasjoki Roadsigns from Taruksentie. Padasjoki is located at Päijät-Häme highway 24. The distance to Lahti and Jämsä is about 50 km. Course venue is south of Padasjoki. http://www.padasjoki.fi/
Accommodation	<p>The accommodation buildings are located on the Kullasmarina in Padasjoki. Cottages are reserved for students. More information about accommodation can be found on the service provider's website. http://www.kullasmarina.fi/asunnot.php</p> <p>Accommodation has been reserved from Monday to Friday. If you arrive on Sunday, please arrange the additional accommodation yourself. If you do not need accommodation, please inform the course manager.</p> <p>Contact information for accommodation: Kiinteistö Oy Kullasmarina Kullasvuorenkuja 1, 17500 Padasjoki Kalevi Porvari: +358 (0)500352 442 fax: +358 (0)3 718 2442 www.kullasmarina.fi info@kullasmarina.fi</p>
Meals	<p>The accommodation price does not include meals, but the course price includes lunch. Other meals for breakfast, dinner and evening meal have the opportunity to make in the cottage independently.</p> <p>It is a good idea to pack some snacks for the breaks, a thermos bottle and something small to eat is recommended.</p>
Medication	If you have any allergies (eg. you are allergic to bee injection) then take your own medication.
Equipment	Generally all course days include outdoor exercises. Equipment needed for the training is provided (helmet, protective gear, driving suits/boots). You are welcome to use your own equipment if they are suitable for the training. For example, motorcycle driving gear that offers adequate protection is potentially acceptable. If you are using your own equipment, please keep in mind that that they may be damaged during the training.


14.10.18


SELLA HONDE / 12.10.18

The equipment we are using are available in following sizes:

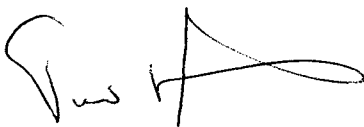
Helmets S - XXL


Costumes S-XXL (50-60)

Boots 41-47

Gloves S-XXL

Classrooms are in the Defense Forces buildings, and it is advisable to bring with you indoor shoes as we clean the premises ourselves. Please note that large portion of the training is outdoors and the weather conditions may vary. There are outhouses maintained by the Finnish Defense Forces in the area.


14.10.18

SEILA HOTOE 
14.10.18.