

SERVICE CONTRACT NO 1.11-9/85-1

Tallinn

“11.” February 2019

POLICE AND BORDER GUARD BOARD, represented by Head of Training and Development Division Mrs. Maigi Raukas, acting on the basis of the directive No 1.1-1/146 of the Director General on one side (hereinafter – the Contracting Authority),

and

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

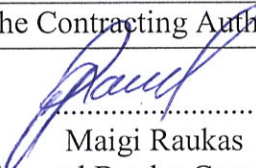
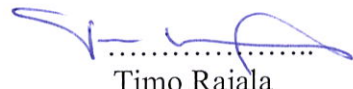
separately also named as Party and jointly the Parties, have entered into this service contract (hereinafter – the Contract) in the following:

1. The object of the Contract

- 1.1 The contract shall be concluded on the basis of quotation submitted by the Contractor on 15.01.2019.
- 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 snowmobile training course in Ouluntie 58, 93400 Taivalkoski, Padasjoki, Finland for 2 participants.
- 1.4 Annexes that are signed at the same time as the Contract:
 - 1.4.1 Annex 1- snowmobile course program;
 - 1.4.2 Annex 2- snowmobile course info.

2. The place of the course

- 2.1 The course shall take place 11.02.2019 – 15.02.2019.
- 2.2 The detailed information about the course program is in annex 1.
- 2.3 At the end of the course, the Contracting Authority’s contact person will prepare delivery and acceptance protocol, which will be signed by contact persons stipulated in clause 9.1.
- 2.4 The contract is funded by the internal security project number ISFB-25. The Project is co-financed by the European Union Internal Security Fund and the Estonian Ministry of the Interior.

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3. Parties obligations

- 3.1 The Parties are obligated to inform the contact person in clause 9.1 about the relevant information regarding to the course which affects the activities of the other Party without delay.
- 3.2 The Contactor is obligated:
 - 3.2.1 to carry out the course what is accordance with all the conditions set in the contract and annexes, including ensuring that the course is carried out by instructors who have necessary qualification;
 - 3.2.2 to provide course registration sheets signed by the participants;
 - 3.2.3 to issue course completion certificate;
 - 3.2.4 to preserve contract and its integral parts for 7 (seven) years and shall enable auditors (incl. on-site controls) supervision. The Contractor shall allow authorised representatives to control the data of the contract and integral parts of the contract, incl. electronic data. If after the end of the project violation is discovered, then the preserve of the contract and its integral parts is extended for 7 (seven) years since the day Contracting Authority returns the project funding and co-financing to the Ministry of Internal Affairs
- 3.3 The Contracting Authority is obligated:
 - 3.3.1 to inform the participants about the timetable and dates of the course;
 - 3.3.2 to pay for the course to the Contractor specified in the contract in accordance with the conditions provided in the contract.

4. Contract value and order of payment

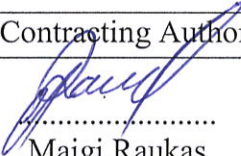
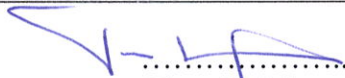
- 4.1 The contract value is 9 200 (nine thousand two hundred) euros without value added tax.
- 4.2 The Contractor shall submit an invoice after the contact persons have signed the delivery and acceptance protocol. The invoice shall refer clearly and directly to the Contract and must contain reference of the financing from resources of the project ISFB-25 and 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.

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- 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 contract value for each such a violation.
- 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

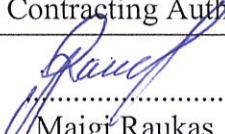
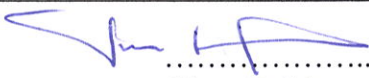
- 7.1 Non-performance or undue performance of obligations proceeding from the Contract will not be deemed as violation of the Contract and it is excused, if it is caused by force majeure. Force majeure are circumstances which are beyond the control of the obligor and which, at the time the Contract was 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

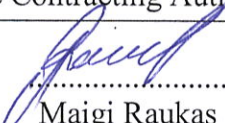
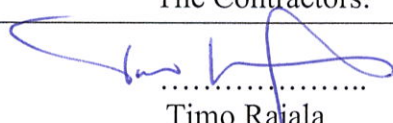
- 9.1 Arrangement of fulfilling Contractual obligations of the Parties, incl. signing of the instrument of delivery and receipt and transmittal of notifications, claims and other documents specified in the Contract, shall be effected via the contact persons:
 - 9.1.1 Contracting Authority's contact person: Triin Pukk, phone: +372 51903392, email: triin.pukk@politsei.ee;
 - 9.1.2 Contractor's contact person: Petri Marttila, phone: +358 (0) 295 483 679, email:petri.j.marttila@poliisi.fi.

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- 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.
- 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.

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