



**Cooperation Agreement
for the project
"European Coast Guard Functions Academy Network for European Sectorial
Qualification's Framework for Coast Guarding (ECGFA NET)"
MARE/2014/36**

This cooperation agreement ("Cooperation Agreement") has been established between:

The Finnish Border Guard, represented by Jaakko Kaukanen, Chief of the Finnish Border Guard, VAT identification number FI02460035, hereinafter referred to as "the Beneficiary" or "the Coordinator";

And

The Spanish Maritime Safety Agency, also known as SASEMAR, represented by Juan Luis Pedrosa Fernández, VAT identification number Q2867021D, hereinafter referred to as "Contributor" or the "Affiliated Entity".¹

Hereinafter referred to individually as "Party" or collectively as the "Parties".

¹ Legal Entity Form as APPENDIX VII of this Agreement.



PREAMBLE:

This Cooperation Agreement is established in the framework of the implementation of the EUROPEAN COAST GUARD FUNCTIONS ACADEMY NETWORK FOR EUROPEAN SECTORIAL QUALIFICATION'S FRAMEWORK FOR COAST GUARDING project - hereinafter referred to as ECGFA NET project.

The ECGFA NET project is co-funded by the European Union (DG MARE) and administrations from 11 participating countries (Cyprus, Finland, France, Germany, Greece, Italy, Malta, Portugal, Romania, Spain, United Kingdom).

The project aims at strengthening cooperation between actors of academies and training institutions of coast guard functions in Europe.

The duration is 14 months for the implementation of activities as of the 1st January 2015.

The Beneficiary of the project or Coordinator, signatory of the GRANT AGREEMENT FOR AN ACTION - AGREEMENT NUMBER - EASME/EMFF/2014/1.2.1.1/SI2.702063 with European Union (EASME) on behalf of the other Contributors is the Finnish Border Guard, represented by Jaakko Kaukanen, Chief of the Finnish Border Guard. The Grant Agreement specifies the cooperation between the Contributors including the Beneficiary and the European Commission (DG MARE).

Affiliated Entities in the context of this cooperation contract refer to members of the ECGFF, for which the Finnish Border Guard is currently chair of the secretariat, and who are contributing to the project in designing and implementing the action in their capacity of national Coast Guard authority.

Article I - PURPOSE:

The purpose of this Cooperation Agreement is to specify the Cooperation terms between the Beneficiary and the Contributor for the implementation activities of the project described in the GRANT AGREEMENT FOR AN ACTION - AGREEMENT NUMBER - EASME/EMFF/2014/1.2.1.1/SI2.702063 signed between the European Union and the Finnish Border Guard. The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant agreement. The purpose of this Cooperation Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the management of the Project and the rights and obligations of the Parties concerning *inter alia* liability and the resolution of conflict.

The Parties have therefore agreed on the conditions of the following annexes:

Annex I – GRANT AGREEMENT FOR AN ACTION - AGREEMENT NUMBER - EASME/EMFF/2014/1.2.1.1/SI2.702063 (“Grant Agreement”)

Annex II – Project Budget (consolidated and divided at contributors' level)

Annex III - Administrative and Financial Process ECGFA NET project

The above annexes form a part of this agreement (hereinafter referred to as “the Cooperation Agreement”).

The Cooperation Agreement and Annexes shall be read as one document the contents of which, in the event of ambiguity or contradiction between Cooperation Agreement and Annexes, shall be given precedence in the following order:

- The terms set out in the Annex I (Grant Agreement) shall take precedence over those set out in the Cooperation Agreement.
- The terms set out in the Cooperation Agreement shall take precedence over those set out in the Administrative and Financial Process ECGFA Network Project (Annex III).

Article II - OBLIGATIONS OF THE PARTIES:

II.1 Obligations of the Contributor:

The Contributor undertakes to take part in the efficient implementation of the project, and to cooperate, perform and fulfil, promptly and on time, all its obligations in accordance with Annex I Grant Agreement and its annexes.

Contributor shall respect additionally the terms set out in the Administrative and Financial Process ECGFA NET project (Annex III).

Nothing in this Cooperation Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

II.2 Finnish Border Guard obligations:

The Finnish Border Guard role is described in Annex I Grant Agreement, notably in Article II.1.

The Finnish Border Guard shall respect the terms set out in the Administrative and Financial Process Cooperation Project (Annex III).

Article III - CONFIDENTIALITY:

Both Parties agree to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classified as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

Article IV - LANGUAGE:

This Cooperation Agreement is set up in English, which will be used in all documents, notices and meetings concerning its application and/or extension or in any other way relative thereto.

Article V - BANK ACCOUNT

All payments shall be made to the Contributors bank account or sub-account denominated in euros, as indicated in the Financial Identification form annexed to this Agreement.

Article VI - GENERAL ADMINISTRATIVE PROVISIONS

Any correspondence addressed to the Finnish Border Guard in connection with the agreement shall be in writing, indicating the agreement number, and shall be sent to the following addresses:

Mr Pietari Vuorensola
ECGFA NET Project Manager
Finnish Border Guard
PO Box 3 (Panimokatu 1)
FIN-00131 Helsinki
E-mail address: pietari.vuorensola@raja.fi; ecgfanet@raja.fi

Any correspondence addressed to the Finnish Border Guard in connection with administrative issues (AdPoC) shall be in writing and shall be sent to the following addresses:

Ms Johanna Terva
ECGFA NET Project Assistant
Finnish Border Guard
PO Box 3 (Panimokatu 1)
FIN-00131 Helsinki
E-mail address: johanna.terva@raja.fi; ecgfanet@raja.fi

Any correspondence addressed to the Contributor in connection with the agreement shall be in writing, indicating the agreement number, and shall be sent to the following addresses:

Mr RAFAEL GARCÍA MÉNDEZ
Function: POC for ECGFA Project in SASEMAR
Official denomination: The Spanish Maritime Safety Agency
Full official address: Camín del Centro de Salvamento N° 279 33393 Gijón Spain
E-mail address: rafaelgm@centrojoyellanos.com; anarm@centrojoyellanos.com

Any correspondence addressed to the Contributor in connection with administrative issues (AdPoC) shall be in writing and shall be sent to the following addresses:

Mr JOSÉ CARLOS FERNÁNDEZ VICENTE
Function: AdPoC for ECGFA Project in SASEMAR
Official denomination: The Spanish Maritime Safety Agency
Full official address: Camín del Centro de Salvamento N° 279 33393 Gijón Spain
E-mail address: josecfv@centrojoyellanos.com

Article VII - ELIGIBILITY OF COSTS OF AFFILIATED ENTITIES

Costs incurred by the Contributor in its actions as an Affiliated Entity on the ECGFA NET project are eligible, provided that they satisfy the conditions under Articles II.19 and II.20 of the Grant Agreement.

Article VIII - DURATION OF THE AGREEMENT

This Cooperation Agreement comes into effect once signed by both Parties. This agreement takes effect for the complete ECGFA NET project duration and until the last instalment from the Lead Partner to the Contributor corresponding to the last instalment of the European Commission, referred as "payment of the balance" in the grant agreement.

VIII.1 Termination

In duly justified cases, each party may request to terminate the agreement at any time by giving a minimum of 60 days written notice by registered post with acknowledgment of receipt stating the reasons of the termination request.

VIII. 2 Effects of termination

In the event of termination of the agreement, payments by the Finnish Border Guards shall be limited to the eligible costs actually incurred by the Contributor up to the date when termination takes effect, in accordance with Article II.16. of the Grant Agreement. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

Article IX - LIABILITIES OF THE PARTIES

Each Party shall be responsible and shall perform its Work Package or other task in accordance with this Cooperation Agreement.

Except in case of gross negligence or wilful misconduct of a Party, no Party shall be responsible to any other Party for any indirect, consequential or incidental loss or similar damage.

Article X - DISPUTE SETTLEMENT

Should a dispute arise between the Parties concerning the validity, the interpretation and/or the implementation of this Cooperation Agreement, they will try to solve it through mediation, according to the rules of a mediation centre to be commonly chosen by the Parties. The Parties undertake not to put an end to the mediation before the introductory statement made by each party in joint sessions.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 days of the commencement of the mediation, the competent Finnish courts shall have exclusive jurisdiction.

Article XI - AMENDMENTS

Any amendment to the cooperation agreement conditions must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

The Coordinator may however provide updated administrative guidelines to carry out the obligations laid down in the Grant Agreement.

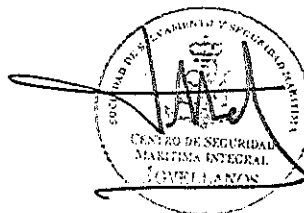
SIGNATORIES

For the Finnish Border Guard
Jaakko Kaukanen
Chief of the Finnish Border Guard



Helsinki, 1. July.2015

For the Spanish Maritime Safety Agency
Juan Luis Pedrosa Fernández
Director of the Spanish Maritime Safety Agency



Gijón, 24.JUNE.2015

Two copies in English