

KRBOO Fond Razvitiya Petrovskoi Shkoly Krasnaya Street 8 185035 Petrozavodsk RU Rusland

Attn: Irina Podgayskaya

3. September 2020

# Standard agreement

Title of activity: «Cultural crossroads: a new turn»: International Olympiad on intercultural interaction

Administrative body: KRBOO Fond Razvitiya Petrovskoi Shkoly

Attached you will find the standard agreement concerning the implementation of the above activity.

Upon signing the agreement, the administrative body undertakes the full responsibility of the implementation of the work – which means that both the professional and the financial responsibilities lie with the administrative body.

The signed agreement with all appendixes must be uploaded to the project portal, no later than 21 business days from the date of this letter. Once the Nordic Council of Ministers' Secretariat has received the signed agreement, the administrative body will receive an e-mail with further information about the payment of the first instalment.

The project portal must be used for the administration of the project, including entering information about your bank and auditors. Any changes to the information provided must be relayed to the Nordic Council of Ministers' Secretariat as soon as possible. The project portal is also used to request funds and share your status and final reports.

If your work is concluded with a report or a publication, the administrative body must send a final copy of the manuscript to the Nordic Council of Ministers. The publication strategy of the Nordic Council of Ministers and other guidelines for preparing Nordic reports and publications can be found on the Nordic Council of Ministers' website at the address www.norden.org.

Kind regards

The Nordic Council of Ministers' Secretariat



# STANDARD AGREEMENT

#### 1. Information

Title of activity	«Cultural crossroads: a new turn»: International Olympiad on intercultural interaction		
Project number	1020390	File no. in NCM	20-00690
Commencement date	01/10/2020	Completion date	31/05/2021
Professional adviser	Julie Sofie Østbjerg	Department	GSK

# 2. Parties to the agreement

This agreement has been entered into between the Nordic Council of Ministers, Ved Stranden 18, DK-1061 Copenhagen K, and

Administrative body	KRBOO Fond Razvitiya Petrovskoi Shkoly Krasnaya Street 8 185035 Petrozavodsk RU Rusland
Project manager	Tatiana Vainonen

#### 3. Contract amount

Iv	I
I Year of grant	12020
1	

# Available for payment from:

01.10.2020	-140.364	Utbetalning 1 rate	40,00%
30.01.2021	-157.910	Udbetales mod statusrapportering	45,00%
31.05.2021	-52.637	Udbetales mod slutrapport	15,00%

# Total contract amount: -350.910 DKK

Amount is shown in negative because it will be paid out to you

1	In agreement with the NCMS, the administrative body has been permitted to include t following overhead costs for the work:	
	% of the total contract sum: 10 %	Agreed amount in DKK:

#### 4. Terms and conditions

The enclosed appendix "Standard terms and conditions for standard agreement with the Nordic Council of Ministers valid from 1 February 2018", and the following appendixes, apply to this standard agreement in connection with project grants. Possible deviations from the standard terms and conditions are specified below.



Possible deviations from the standard terms and conditions are specified below.

Deviations from Standard	
terms and conditions for	
standard agreement with the	
Nordic Council of Ministers	
Other terms and conditions	
1	
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# 5. Appendices

Document no. NCM	Title
	Standard terms and conditions for standard agreement with the Nordic Council of Ministers (valid from 1 February 2018)
20-00690	44-«Cultural crossroads_ a new turn»_ International Olympiad

# 6. Signatures

For the Nordic Council of Ministers Copenhagen, on 3/9 - 202C

Professional Adviser - Julie Sofie Østbjerg

Copenhagen, on 8/9-2

For KRBOO Fond Razvitiya Petrovskoi Shkoly On

Head of Department - Jonas Wendel

Irina Podgayskaya



# Appendix 1: Standard terms and conditions for standard agreement with the Nordic Council of Ministers (valid from 1 February 2018)

# 1. Responsibilities and assignments of the administrative body

The administrative body is responsible for the implementation of the activity in compliance with the objectives, terms and financial framework as well as deadlines stipulated in the agreement.

The administrative body must plan the activity properly and efficiently, ensuring as a minimum that the activity, to the greatest extent possible, is financially and administratively managed in the same manner as the administrative body's own usual activities, including the keeping of accounts for the work.

The administrative body assumes administrative responsibility and legality control for the activity under national legislation.

As the recipient of the funding, the administrative body is responsible for the proper administration of the funding, including clarifying any questions with national tax/VAT authorities.

The administrative body's obligations and responsibilities under this agreement are not restricted by the fact that persons, agencies, groups or other parties, subject to agreement with the Nordic Council of Ministers, have assumed responsibilities and obligations in connection with the performance of the work; however, the administrative body must respect such agreements.

#### 1.1 Project/programme management

The administrative body is responsible for managing the project/programme and must appoint a project or programme manager, see clause 2 of these terms and conditions. As a main rule, the project/programme manager represents the administrative body vis-à-vis the Nordic Council of Ministers.

The administrative body is obliged to ensure and arrange that the project manager complies with the responsibility and assignments resting on the person in question. Vis-à-vis the management of the administrative body, the project/programme manager is responsible for the work progressing as planned and with the agreed contents. The project/programme manager must approve all costs expected for the work.

If, during the course of the work it becomes necessary to replace the project/programme manager, the Nordic Council of Ministers must be informed thereof as soon as possible. If the Nordic Council of Ministers has participated in selecting the project/programme manager, the Nordic Council of Ministers is entitled to participate in selection of the new project/programme manager.

The administrative body is obliged to immediately inform the Nordic Council of Ministers of any circumstances that may result in postponement of the completion of the work or which otherwise entail the lack of possibility of complying with fixed targets and expected results in the enclosed project/programme description.

At the request of the Nordic Council of Ministers, the administrative body must always provide information about the status of the work and insight into all information concerning the work, irrespective of the nature of storage of this information.

# 1.2 Employer liabilities and obligations

In accordance with the national legislation to which it is subject, the administrative body assumes the liability of an employer for the project manager, the administrative body's other employees and such other third parties as may participate in or provide support for the preparation or



manager, the administrative body's other employees and such other third parties as may participate in or provide support for the preparation or implementation of the project agreement or otherwise carry out work in relation to the project or on the administrative body's instructions.

The Nordic Council of Ministers can in no way be held liable for actions and omissions performed by persons participating in the implementation of the agreement.

The administrative body is also responsible for the contact with relevant authorities and in relation to its owns employees, responsible for dealing with the processing of pay, taxes, duties, pension, insurance etc.

According to this provision, liability and obligations rest with the administrative body, notwithstanding the extent to which the project/programme manager, other employees or third parties have been appointed by or directly/indirectly elected by the administrative body, and whether or not the administrative body has informed the Nordic Council of Ministers or given them notification thereof.

#### 1.3 Funds for sub-projects or activities

If the administrative body leaves it to a third party to perform assignments within the framework of the agreement and thus pays funds for sub-projects or activities, a written agreement must be concluded with the said third party ensuring that the administrative body's obligations to the Nordic Council of Ministers are always provided for.

In that connection, the administrative body is obliged to observe the Nordic Council of Ministers' rules on disqualification.

Vis-a-vis the Nordic Council of Ministers, the administrative body is responsible for the entire reporting and presentation of financial statements for the activity and must ensure, that a report and

financial statements are submitted to the administrative body for all sub-projects and activities. Reporting and presentation of financial statements must be submitted at least once a year and always in connection with the completion of the activity.

#### 1.4 Sub-contractors etc.

The administrative body may not, without the written consent of the Nordic Council of Ministers, use sub-contractors or enter into partnerships on the fulfilling of this agreement unless expressly stated in the agreement. The Nordic Council of Ministers may not withhold such acceptance without providing an objective explanation.

The administrative body is liable for sub-contractors and the affairs of parties under this agreement in the same way as it is liable for its own activity. Thus, the administrative body is i.a. under an obligation to ensure that all agreements or contracts entered into between the administrative body on the one hand and sub-contractors or partners on the other hand contain provisions ensuring the Nordic Council of Ministers at least the same powers and rights as those applicable under this agreement.

Disputes etc. that arise between the administrative body on the one hand and sub-contractors or partners on the other hand are of no concern to the Nordic Council of Ministers.

Under this agreement, the sub-contractors or partners of the administrative body cannot make any types of claim against the Nordic Council of Ministers, nor claims for payment or claims for compensation.

#### 2. Term of agreement

The administrative body is responsible for ensuring that the activity is managed and completed in due time within the agreed period, see section 1 of the agreement on the commencement and completion dates of the activity. Where there a particular grounds the administrative body must,



as soon as possible and no later than one month before the completion date, submit a written request to the Nordic Council of Ministers for a postponement of the completion date.

The agreement applies until the activity has been completed and the Nordic Council of Ministers has approved the final report and financial statements. However, the responsibility for the work lies with the administrative body until it may lapse according to the general statute of limitation rules of Danish law.

# 3. Funding and payment of funds

The contract sum includes all costs incurred by the administrative body in connection with the activity.

Interest that has been added to the work after the funds were paid by the Nordic Council of Ministers belongs to the activity.

If the activity is performed at costs lower than the contract sum, the excess funds belong to the Nordic Council of Ministers.

The Nordic Council of Ministers is not obliged to finance any additional costs that the administrative body may incur in connection with the work.

All payments are made at the request of the administrative body using the web portal of the Nordic Council of Ministers unless otherwise specified in clause 3 of the agreement.

#### 4. Overheads

Only according to agreement and to a limited extent can funds be allocated to cover for overheads in the budget. Overheads must be substantiated and can only contribute to supporting the professional activities of the work.

#### 5. Administration of the budget

The completion of the activities must be made within the approved budget framework. Re-allocation between the activities in the approved

budget may take place without prior permission by the Nordic Council of Ministers by up to 10% of the budget. However, a maximum of DKK 50,000 can be re-allocated without prior permission.

Re-allocation by up to 10% must, if made without submission to the Nordic Council of Ministers, always take place within the general purpose of the activity. Re-allocation concerning the budget for payroll costs and other employee benefits may only take place according to prior permission by the Nordic Council of Ministers.

6. Reporting, financial statements and auditing
The administrative body must submit a status report
using the Nordic Council of Ministers' status
reporting form through the web portal of the Nordic
Council of Ministers when partial payments of funds
are requested according to the agreement.

No later than two months after the activity has been completed shall the administrative body submit a comprehensive final report and complete financial statements via the web portal of the Nordic Council of Ministers. The financial statements must be signed by two authorised persons in the administrative body. One of them must be the financial manager. The remaining part of the grant cannot be paid until the Nordic Council of Ministers has received and approved the entire reporting.

The financial reporting must be made in either Danish, Swedish, Norwegian or English.

The administrative body must keep all relevant information about the work, including accounting records, irrespective of the nature and storage form, for the entire activity period and until at least five years following the completion of the work.

At the request of the Nordic Council of Ministers or the National Audit Office of the country of domicile, the administrative body must provide



full insight into this information in the said storage period or as long as the information or part thereof exists. Administrative bodies domiciled in a country that does not participate in the Nordic cooperation under the agreement of 23 March 1962 (the Treaty of Helsinki) undertake to provide the Danish National Audit Office with full insight into the information in question.

The funds from this grant must be included in the ordinary audit of the administrative body. The inter-Nordic audit rules apply to all activities funded through the Nordic Council of Ministers' budget. This means that the overall audit responsibility for the funds of the work lies with the National Audit Office of the administrative body's country of domicile.

If the financial statements of the administrative body are not audited by a National Audit Office in one of the Nordic countries, and the grant is of DKK 200,000 or more, the financial statements must also be audited by the administrative body's auditor. The auditor must use the audit instructions of the Nordic Council of Ministers and the audit opinion for the purpose of the auditors' report.

Costs for the audit of the work must be included in the total budget.

In connection with the allocation of the grant, the administrative body must state the contract information of the administrative body's auditor.

The administrative body also has the responsibility for settling all expenses for taxes and duties which may be imposed on the administrative body in relation to the relevant tax authorities.

#### 7. Results of the activity

The administrative body undertakes to supply the products and services specified in the agreement and appendices and included in the funding from the Nordic Council of Ministers in the form and

quality dictated by a properly and efficient business management.

The administrative body is obliged to ensure that translations of texts are correct and of the required quality.

The administrative body undertakes to observe the Nordic Council of Minister's publication strategy applicable at any time and other guidelines for publication and release etc. that the Nordic Council of Ministers may lay down.

### 8. Rights

Unless otherwise specified in the agreement, the title, copyright and any other right in material and results that have emerged during the realization of the activity, belong to the administrative body. The administrative body's use of the rights is, however, limited to the Nordic Council of Ministers' rights, see below, and is subject to the following restrictions:

- the use may not be contrary to section 10 of these terms and conditions concerning a duty of confidentiality,
- the use may not have any commercial purpose,
- the use may not infringe a third party's title, copyright or other right.

On publication of material and results, the administrative body is under an obligation to state that they have been produced during the realization of the activity funded by the Nordic Council of Ministers.

The Nordic Council of Ministers acquires a permanent, unlimited and cost-free right to use material and results produced during the realization of the activity of the work and may transfer this right to others. The right to use the material and results includes among other things:

- the right to copy preliminary or final reports,
- the right to publish material and results, the right to have material and results translated into other languages,



 the right to use material and results in all activities of the Nordic Council of Ministers.

All rights to publication in all current and future printed and electronic formats belong to the Nordic Council of Ministers, which has the right to publish material and results under the licence used by NCM. However, the administrative body is entitled to publish the final result of the project if the Nordic Council of Minister has not published the result within six month after the completion of the work.

#### 8.1. Third-party rights

The administrative body warrants in any event that it has the necessary rights in the material, including images, supplied to the Nordic Council of Ministers according to the agreement, so that the Nordic Council of Ministers' use of the material supplied is not hindered or restricted. It is for the administrative body to ensure, among other things, that the Nordic Council of Ministers obtains a right to publish and use all images for both electronic and printed publication.

In this connection, the administrative body undertakes to indemnify the Nordic Council of Ministers against any claim concerning infringement of third-party rights that may arise as a result of the Nordic Council of Ministers' use of the material supplied by the administrative body.

#### 9. Force majeure

Neither the Nordic Council nor the administrative body will be considered liable to other parties if such liability arises from circumstances that are beyond the parties' control, which the parties could not have taken into consideration on entering into the project agreement, and could not have avoided or overcome. Force majeure can only be invoked if the invoking party has given written notice to the other party no later than ten working days after the situation to which it applies has arisen.

#### 10. Duty of confidentiality

The administrative body is subject to a duty of confidentially regarding information and matters that may come to its attention as a result of the activity and which, due to their nature or by request from the Nordic Council of Ministers, must be treated as confidential. This duty of confidentiality remains in effect after the completion of the activity.

The administrative body is required to follow the instructions concerning public access to information set by the Nordic Council of Ministers and to ensure that all the persons involved in the work are also bound thereby.

#### 11. Breach and compensation

If the administrative body materially sets aside its obligations under the agreement, including sets aside its obligations concerning the supply of products and services, the Nordic Council of Ministers can cancel the agreement and claim repayment of any paid contractual funds whether or not part of the work has been completed. To the extent that the Nordic Council of Ministers benefits from part of the work having been completed, the Nordic Council of Ministers can limit the duty of repayment in compliance therewith. All costs that may result from the administrative body's breach of its obligations under the agreement are paid by the administrative body.

If the final financial statements are submitted later than the deadline specified in clause 6, the Nordic Council of Ministers has the right to reduce the agreed contract sum by 15% for each month that the deadline is exceeded.

In accordance with the general compensation rules of Danish law, the Nordic Council of Ministers can claim compensation for losses that the Nordic Council of Ministers may sustain as a result of the administrative body setting aside its obligations under the agreement.



# 12. Transfer

The Nordic Council of Ministers is entitled to transfer its rights and obligations under the agreement to a public authority or institution owned by the public or essentially finances with public funds.

The administrative body cannot transfer its rights and obligations under the agreement without the Nordic Council of Ministers' prior written consent.

#### 13. Termination

Either party is entitled to terminate the agreement at three months' notice. On termination of the agreement, the Nordic Council of Ministers funds no more that the share of the work which has been performed until that time or the costs that must inevitably be spent in connection with the discontinuation and winding up of the work. However, the Nordic Council of Ministers may in all situations deny funding if the Nordic Council of Ministers finds that the administrative body has failed to properly document the costs incurred.

### 14. Disputes

Any disputes concerning the agreement that may arise between the Nordic Council of Ministers and the administrative body must first be sought to be resolved amicably between the parties.

If the dispute cannot be resolved amicably, any dispute that may arise in relation to this agreement, including disputes on the existence or validity of the agreement, must be determined by arbitration according to the "Rules of arbitration procedure adopted by the Danish Institute of Arbitration" in compliance with Danish law applicable for the work of the Nordic Council of Ministers. Each party appoints an arbitrator, whereas the chairman of the arbitration tribunal is appointed by the Danish Institute of Arbitration. If a party fails to appoint an arbitrator within 30 days of having submitted or received notification on a request for arbitration, also this arbitrator is appointed by the Danish Institute of Arbitration in compliance with the above rules.

15. Amendment to the terms and conditions
The Nordic Council of Ministers may at any time amend these standard terms and conditions. In the event of material amendments, the Nordic Council of Ministers has a duty to inform the administrative body in writing of the said amendments giving at least three months' notice before the entering into effect of the amendments.