

Host Organisation Agreement
on the establishment and operation of the Contact Point
within the
Central Baltic Programme 2021-2027

between:

The Regional Council of Southwest Finland, P.O.Box 273, 20101 Turku, Finland (hereinafter referred to as Regional Council) acting as Managing Authority of the Central Baltic Programme 2021-2027 (hereinafter referred to as Programme)

and

Helsinki-Uusimaa Regional Council as Host Organisation of the Finnish Contact Point of the Central Baltic Programme 2021-2027.

in accordance with the following documents:

- The EU regulations, in particular
 - EU Regulation 2021/1060 (CPR)
 - EU Regulation 2021/1059 (ETC)
 - EU Regulation 2021/1058 (ERDF)
- Central Baltic 2021-2027 Cooperation Programme;
- The Description of the management and control system for the Central Baltic Programme 2021-2027;
- Communication strategy for the Central Baltic Programme 2021-2027 ;
- The up to date Programme Manual;

Preamble

According to the Operational Programme, the Managing Authority and the Joint Secretariat will be supported by Contact Points located in Estonia, Finland, Latvia, Sweden and the Åland islands.

This Agreement shall cover the operation of the Finnish national Contact Point in the regions of Satakunta, Varsinais-Suomi, Helsinki-Uusimaa, Kymenlaakso, Pirkanmaa, Kanta-Häme, Päijät-Häme and Etelä-Karjala.

§ 1

ESTABLISHMENT AND OPERATION OF THE CONTACT POINT

1. The Host Organisation shall ensure the establishment and operation of the Contact Point within the Central Baltic Programme 2021-2027 in the regions of the Finnish Baltic Programme geography. The Contact Point shall remain operable until 31 December 2027. Operation of the Contact Point may be extended, if approved by the Monitoring Committee.
2. The Host Organisation is granted the subsidy for the establishment and operation of the Contact Point in the amount approved by the Monitoring Committee in the Technical Assistance budget (Annex 1).
3. The first annual work plan shall be presented to the Joint Secretariat within 30 calendar days of signing this Agreement. The procedure for approving the work plan has been explained in detail in § 2.
4. The roles and tasks of each party of the contract will be specified in this contract. An overview of the responsibilities is given in Annex 2.
5. The operation of the national Contact Points will be financed from the 2021-2027 Technical Assistance budget.

§ 2

TASKS OF THE CONTACT POINT

1. The national Contact Points are seen as a programme resource in the region. Their work complements the work of the Joint Secretariat/Managing Authority. All programme bodies (MA/JS/nCP) communicate the programme common messages and work towards to goals of the programme.
2. The role of the national Contact Points links to the JS work of communicating the programme as a funding source, supporting potential partners and communicating the results of the programme.

The main tasks of the national Contact Points are promotion of the programme funding as well as capitalisation and promotion of the programme results in the region.

3. The list of potential tasks has been given below. The list shall be understood as a menu of possible actions.

A. Promotion of the programme funding

- Spreading news about the programme and projects
 - Updating information in SoMe channels
 - Communicating with relevant stakeholders
 - Preparing, customising and/or translating small-scale documents (press releases, presentations etc.) to local language,
- Having first consultations with potential beneficiaries and identifying the potential of the project idea to fit the programme, guiding relevant project ideas to the JS for further project development
- Regularly contacting the programme regions and stakeholders

- Supporting partnership formation; supporting potential applicants in finding relevant cross-border partnerships.
 - Keeping contact with the regions and potential beneficiaries and communicating their needs to the JS
- Being informed of relevant stakeholders in the regions
 - Maintaining up-to-date contact lists

B. Capitalisation, promotion of the programme results in the region

- Spreading information about the project results and programme capitalisation as received from the main office or national authority; and
- Pro-actively following project partners work in their own regions and communicating their work
 - Mapping relevant media contacts in the regions (or using existing lists), maintaining an up-to-date media contact list where considered relevant
 - Establishing contacts with media representatives
 - Mapping and using potential channels to spread programme and project news (www, social and other media, events) and using these for programme promotion
 - Preparing and publishing the project stories/interviews.
- Participating in relevant meetings/trainings with the JS to be able to run the contact point
- Deciding on and participating in the relevant capacity building activities for the Contact Point
- Delivering information about the programme to the identified potential partner organizations (direct contacts, information events, delivering information materials and participating in relevant events organized by others)
 - Target groups: regional and national politicians, Members of European Parliaments, etc
- Answering the general questions of potential beneficiaries
- Arranging or promoting and participating in European Cooperation day activities
- Participating in capitalisation activities with JS
- Arranging or promoting and participating in EU level campaigns in their own region (such as EU in My region activities)
- Arranging other campaigns in the own country
- Providing guidance to projects or holding practical trainings on how to showcase the project results.

C. Tasks related to the CB programme implementation (only occasional and in a limited scope)

- Assisting in language-related questions (checking translations or similar)
- Assisting the MA and the JS in other limited tasks requiring local knowledge

D. Tasks related to general support to the regions and country

4. Additional definitions on the role and tasks of the Contact Point:

A. The Contact Point will not take part in the core JS tasks (in-depth consultations, project assessment and/or project monitoring and implementation support). For questions related

to the content of the project application or any questions related to running projects, the Contact Point shall refer the applicant/beneficiary to the JS.

B. The Tasks of the Contact Point shall be specified annually in work plans. The Joint Secretariat will initiate the process, setting out the key processes and activities that are expected to be completed based on the Communication strategy. The Contact Point will submit the plan for how to implement these activities and/or any additional activities.

C. The annual work plans shall be verified by the Monitoring Committee before they are implemented.

D. The Managing Authority and Contact Point may agree on additional tasks, providing that they are in line with the preconditions of this agreement.

§ 3

FUNDING, REPORTING AND PAYMENTS

1. The sum to be covered from Technical Assistance is the equivalent of the salary of a 100% employee and implementation costs (office costs, travel costs and other costs related to the implementation of the Contact Point). Any costs beyond the scope of the annual work plan and/or the budget shall be covered by the Host Organisation.

2. The operation of the Contact Point will be based on advance financing made as one installment by the Regional Council to the Host Organisation according to annual amounts defined in Annex 1.

3. To receive the advance payment for year N the Host Organisation must send to the Managing Authority a request for payment. The precondition for the payment is that a) the work plan for the year N has been approved by the Monitoring Committee and b) the Host Organisation has sent an annual report on the previous year N-1 to the Managing Authority (content defined in §3.9).

The first request for payment can be sent as soon as this agreement has been signed and doesn't require an annual report.

4. Payments will be made by the Regional Council in Euro only. The Host Organisation bears the currency exchange risks.

5. Bank account details for payment of the Contact Point annual instalments shall be communicated to the Regional Council via official letter as soon as they are available. The information shall include at least the following information:

Account Holder:	***
Account Number (IBAN):	***
Bank Code (SWIFT/BIC):	***
Bank Name and Address:	***
Beneficiary:	***

(Presented in Annex 3)

6. Should the Host Organisation fail to inform about a change of the bank account, it is the Host Organisation who bears the consequences.

7. The payments are transferred to the Host Organisation bank account within one month.

8. There will be no financial reporting by the Host Organisation.
9. The Annual reporting of the Host Organisation consists of an annual report that is submitted to the Monitoring Committee in the Monitoring Committee's spring meeting. The Annual report will be submitted to the Managing Authority by 15 January annually. The annual report will be a written summary of the activities carried out in the previous year and shall follow the structure of the work plan.

§ 4

THE ROLE, TASKS AND OBLIGATIONS OF THE HOST ORGANISATION

1. The Host Organisation shall employ staff for the Contact Point. The basic skills and competencies for recruitment shall be such that the tasks of the Host Organisation can be carried out; it is up to the Host Organisation to define the skills and competencies in more detail. The Managing Authority may be consulted in the recruitment process. The Managing Authority shall be informed about the recruitment process and its outcome.
2. The Host Organisation is responsible for the entire Contact Point implementation and is responsible for the day-to-day management of the operation of the Contact Point (including salary payment and payroll administration, bookkeeping, travel bookings etc).
3. The Host Organisation has the responsibility for ensuring basic trainings for the staff to be able to carry out needed task.
4. The Host Organisation may assign to the national Contact Point regionally relevant tasks.
5. The Host Organisation may organise development talks and linked personnel procedures (with input from the Managing Authority, if wished). The Host Organisation has the right to request information from the Managing Authority in relation to the work performance and any other matters related to the implementation of the Programme and the role of the Contact Point in it.
6. The Host Organisation is obliged to inform the Managing Authority of any extraordinary circumstances in the operation of the Contact Point and its financial plan. In particular, the Host Organisation shall inform immediately of circumstances which endanger this Agreement or if the legal status of the Host Organisation will change or if the Host Organisation will dissolve.
7. The Host Organisation is solely responsible to any third parties for possible damages occurred with relation to the Contact Point implementation (related to and caused by the activities of the national Contact Point).
8. The Host Organisation is obliged to be subjected to the control and audit with reference to the Contact Point implementation correctness which may be performed by the authorised bodies.
9. The Host Organisation is obliged to ensure the availability of all the documents, including electronic documents related to the Contact Point implementation, for the entire duration of the required storage period of three years from the date of payment of the final balance.
10. The Host Organisation shall:
 - A. be responsible for the progress in the Contact Point implementation and inform the Managing Authority immediately of any circumstances significantly delaying or preventing the complete implementation of the Contact Point, or of the intention to cease the Contact Point implementation;

B. shall regard any information concerning the preparation of the Programme documents, implementation and management of the Programme, which is not subject to publication, as strictly confidential, unless the Managing Authority decides to make it public.

11. The Host Organisation:

A. declares that no double financing from European Union funds occurs as far as the Contact Point implementation is concerned;

B. commits to cooperate with external evaluators, operating by commission of the Managing Authority; and

C. declares that the Host Organisation has acknowledged the applicable provisions and other documents, regulating the principles and terms of financial support granting.

§ 5

THE ROLE, TASKS AND OBLIGATIONS OF THE MANAGING AUTHORITY

1. The Managing Authority has the responsibility for the implementation of the Central Baltic 2021-2022 programme and for all reporting to and communication with the Commission. The Contact Point shall assist the Managing Authority and Joint Secretariat, set up by the Managing Authority, in programme implementation.

2. The Joint Secretariat/Managing Authority will define the programme communication strategy together with the Contact Points. The Joint Secretariat/Managing Authority bears the responsibility of the implementation of the strategy, but each national Contact Point takes responsibility for its own activities as defined in this Agreement and further specified in the Annual Work Plans.

The Head of Managing Authority will lead the preparation of annual communication messages and work plan.

3. The Managing Authority has the responsibility to ensure Central Baltic team cohesion (coordination of joint information, team building, programme events etc)

4. The Managing Authority has the responsibility to maintaining regular contacts (for example online monthly meeting, monthly key messages e-mail or similar). The Managing Authority/Joint Secretariat invites the national Contact Points to programme events and trainings. Invitations to at least 2 events per year will be received and participation will be considered depending on time resources and agenda. The events can be project applicant seminar, the programme annual event and 1-2 team building events. Several of the meetings can be attended online. The meetings will be foreseen in the annual work plan.

5. The Joint Secretariat/Managing Authority has the responsibility to give adequate training on tools used (including programme website, social media accounts and similar) and information needed for carrying out the tasks of the Contact Point. Specifically:

A. The Head of Ma has the responsibility for ensuring sufficient training on programme content, programme messages and tools used.

B. The Head of MA has the responsibility to ensure invitation to prepare the Annual Work Plan and budget, together with sharing information on key messages and activities for the upcoming year.

C. The Communication Manager shares information to nCP's for their own planning.

D. the Communication Manager shares information about activities during the year.

E. the Communication Manager provides the nCP's with needed information and statistics.

F. the Project Managers provide information about the programme intervention logic, ongoing projects and their results.

6. The Head of MA holds annual development talks with each employee of the national Contact Point. The focus is on achieving the programme communication objectives and fulfilling the annual work plans.

7. The Managing Authority is at any times entitled to request information related to the operation of the Contact Point and to this Agreement from the Host Organisation. The Host Organisation shall provide the requested information without delay.

8. The Managing Authority may not add tasks to the confirmed Work Plan without agreement with the Host Organisation. The exception is tasks falling under §2.3.D, which are understood as small and unforeseen tasks.

9. In case of unclear issues related to the operation of the Contact Point, the Managing Authority may withhold making new payments until the Host Organisation has clarified the issues and performs the obligations due.

§ 6

CONTRACT AMENDMENTS

1. All amendments to the Agreement require a written form otherwise they do not come into force.

§ 7

CONTRACT TERMINATION

1. The Managing Authority may terminate the present Agreement, with one-month notice, if the Host Organisation:
 - A. received financial support on the basis of false documents;
 - B. used a part or the whole financial support not as intended or inconsistently to the Agreement;
 - C. did not set up the Contact Point within 3 months from the date when this Agreement was signed for reasons dependent on the Host Organisation;
 - D. ceased the activities of the Contact Point or the Contact Point activities are implemented inconsistently to this Agreement;
 - E. did not meet the expected Contact Point objectives for reasons in the Host Organisation's control;
 - F. did not submit reports pursuant to this Agreement;
 - G. refused to be subject to control or audit by authorised bodies;

- H. does not ensure the fulfilment of the Contact Point's tasks as defined in this contract for reasons in the Host Organisation's control;
 - I. did not submit the requested information or documents despite a written request from the Managing Authority, in which the deadline was settled and legal consequences of failure to meet the request of the Managing Authority were defined; or
 - J. is under liquidation or bankruptcy proceeding was initiated against it, or the bankruptcy proceeding was dismissed due to insufficient assets to cover the costs of bankruptcy proceeding or when it is subject to the receivership or when it suspended its business activity or it is a subject of similar proceedings.
2. If the Agreement is terminated for reasons specified above, the Managing Authority, in duly justified cases, may decide to request the refund of only an adequate part of the financial support.
 3. The present Agreement may be terminated as a result of a common will of the contracting parties or as a result of circumstances which prevent the execution of the Agreement herein. In such cases the Host Organisation is entitled to the part of financial support which corresponds to the part of the Contact Point executed correctly.
 4. The Agreement may be terminated upon a written request of the Host Organisation, if it refunds the financial support after discussions with the Managing Authority.
 5. The Managing Authority is also entitled to terminate this Agreement if the Monitoring Committee of the Programme agrees on closing down of the Contact Point. In such cases the Host Organisation is entitled to the part of financial support which corresponds to the part of the Contact Point already implemented.
 6. Regardless the reason of the Agreement termination, the Host Organisation is obligated to submit the final payment claim within 30 calendar days from the Agreement termination date and to archive the documentation related to its implementation.

§ 8

FINAL REGULATIONS

1. This Agreement is made in English.
2. The Agreement will be made in two copies, one for the Managing Authority and one counterpart for the Host Organisation.
3. If any of the provisions of this Host Organisation Agreement turns out to be void, unenforceable or against the law, other provisions stay in force, and the Agreement shall be amended in order to replace or omit the void, unenforceable or against the law provision.
4. Any correspondence related to the Agreement execution has to be in English.

§ 9

GOVERNING LAW AND JURISDICTION

1. The Agreement shall be governed by the Finnish law.
2. In case of a dispute, the Parties will aim to settle it by compromise.
3. In case the dispute is not resolved by amicable negotiations, any legal dispute shall be handled by a Finnish Court. The place of jurisdiction shall be Turku, Finland.

§ 10

CONTRACT VALIDITY

The Agreement comes into force on the date of its signing by both Parties.

Managing Authority, Regional Council of Southwest Finland	Host Organisation, Helsinki-Uusimaa Regional Council
Kari Häkämies	Ossi Savolainen
Region Mayor	Regional Mayor
Signature 	Signature 
Date, Place	Date, Place 17.11.2021 Helsinki

Annex 1

Finland	2022	2023	2024	2025	2026	2027	TOTAL
nCP annual budget	73 270	74 010	74 750	75 490	76 250	77 010	450 780

Annex 2

Overview of the responsibilities of parties to this contract and programme staff

	Responsibilities of different bodies
Host organisation	<ul style="list-style-type: none"> • Recruitment of staff • Human resource and administration, including approval of invoices, travels, staff and salary planning, etc • Responsibility for basic trainings needed to carry out the task • Assigning regionally relevant tasks • Development talks and linked personnel procedures
Head of MA (Turku)	<ul style="list-style-type: none"> • Overall programme strategy, including drafting the communication strategy • Ensuring CB team cohesion (coordination of joint information, team building, programme events etc) • Responsibility for training on programme content, programme messages and tools used • Invitation to prepare the Annual Work Plan and budget, together with sharing information on key messages and activities for the upcoming year • Maintaining regular contacts (for example, monthly meeting, monthly key messages e-mail or similar) • Inviting the nCPs programme events and trainings (at least 2 per year, like project applicant seminar, annual event and 1-2 team building events) • Annual development talks
JS staff (mainly Communication Manager and Project team)	<p>Communication Manager</p> <ul style="list-style-type: none"> • Preparation of annual communication messages and work plan • Sharing information to nCPs for their own planning • Sharing information about activities during the year • Providing the nCPs with needed information and statistics <p>Project team</p> <ul style="list-style-type: none"> • Providing information about ongoing projects and their results
National Contact Point staff	<ul style="list-style-type: none"> • Taking a proactive lead in the regional/national communication activities • Active participation in drafting the communication strategy • Preparing their Annual Work Plans and implementing these • Preparing annual reports to the MA for development talks and to the Monitoring Committee

Annex 3

Bank information

FINANCIAL IDENTIFICATION

ACCOUNT HOLDER	
NAME	HEL S I N K I - U U S I M A A R E G I O N A L C O U N C I L
ADDRESS	E S T E R I N P O R T T I 2 B
TOWN/CITY	HEL S I N K I
POSTCODE	0 0 2 4 0
COUNTRY	F I N L A N D
VAT NUMBER	0 2 0 1 2 9 6 1
CONTACT PERSON	I N K A T I K K A N E N
TELEPHONE	+ 3 5 8 9 - 4 7 6 7 4 1 1
FAX	+ 3 5 8 9 - 4 7 6 7 4 3 0 0
E - MAIL	I N K A . T I K K A N E N @ U U D E N M A A N L I I T T O . F I

BANK	
BANK NAME	HEL S I N K I O P B A N K P L C
BRANCH ADDRESS	M I K O N K A T U 1 3
TOWN/CITY	HEL S I N K I
POSTCODE	0 0 1 0 0
COUNTRY	F I N L A N D
ACCOUNT NUMBER + CODES	5 7 2 3 0 2 - 1 0 0 2 8 3 2 5
IBAN (Obligatory)	F I 5 2 5 7 2 3 0 2 1 0 0 2 8 3 2 5
SWIFT-BIC Code	O K O Y F I H H