

Appendix 2

Nordic Working Group on Chemicals, Environment and Health 2019

1. Project title etc.

Project title:	Per- and polyfluoroalkyl ethers – identity, production and use	
Project number:	2019-007	
Project's completion date:	31/12/2019	Project adviser: Heiðrún Guðmundsdóttir NKE, Telephone: +[REDACTED] Satu Reijonen, NMRS Telephone: +45 29 69 29 40

2. Parties to the contract

This contract has been concluded between Environment Agency, c/o the Nordic Working Group on Chemicals, Environment and Health, IS-108 Reykjavík, Iceland

Billing Address: Umhverfisstofnun, Nordic Working Group on Chemicals, Environment and Health, Heiðrún Guðmundsdóttir, Sudurlandsbraut 24, IS-108 Reykjavik, Iceland; Email: [REDACTED]@umhverfisstofnun.is and

Administrative body: Address: Telephone:	
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Project leader: Address: Telephone (direct): E-mail	
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Administrative body's auditor(s): Address:	
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3. Project steering from the Nordic Council of Ministers

Steering group: (Project group)	
Contact person: (chairperson of the group or other responsible person)	

4. Grant sum

Date when sum and project were granted:	At NKE's meeting 29 - 30 January 2019
Contract sum	DKK 291 400 excl. VAT (300 000 minus publishing costs)

Award year:	2019		
Disbursement:	1st instalment:	40 %	Disbursed at the start of the project.
	2nd instalment:	45 %	Disbursed during implementation of the project on the basis of the interim reports submitted
	3 rd installment:	15 %	Disbursed when the project's final report has been approved.
Project amount	The contract amount covers all project costs.		

5. Conditions

The attached *Standard Conditions for the Nordic Council of Ministers' Project Contracts* (version 19/04/2017) apply to this Project Contract (Annex 1).

Reference's to the Nordic Council of Ministers in sections 1.-6. and 9.-11., in the Standard conditions of this contract, is equivalent to reference to the Nordic Chemicals Group.

Other conditions and deviation from the Standard Conditions are applied below:

Project objective	The administrative body shall implement the project in accordance with the attached project description and project goals
Organisational structure of the project	The Nordic Chemical group is the project's principal, while the administrative body to which the project has been assigned is the project undertaker and bears full responsibility for its implementation. A project leader, who refers to the management of the administrative body, is assigned to the project. A steering group (project group) have been formed to monitor implementation of the project. Reports must be submitted to the group on progress with the project in accordance with a detailed agreement.
Project rights	Please see the Standard Conditions, Annex 1, section 7.
Termination	Please see Standard Conditions, Annex 1, section 11.
Special Conditions	Where any dispute may arise between the parties concerning the interpretation or application of this Contract the parties should in the first instance seek to resolve it amicably. Where disputes cannot be resolved amicably, any disputes that may arise in relation to the contract will be settled by the Reykjavík District Court.

6. Remaining annexes

Annex number	Title
1	Standard Terms and Conditions for the Nordic Council of Ministers' Project Contracts
2	Project description and project objectives

7. Signatures

This contract has been drawn up in duplicate, with one original document for each party.

For the Nordic Working group on Chemicals
Environment and Health at
Umhverfisstofnun

Reykjavík, XX May 2019

For the

City, XX May, 2019

Coordinator Heiðrún Guðmundsdóttir

Chief financial officer Kristín Kalmansdóttir

Annex 1. Standard Terms and Conditions for the Nordic Council of Ministers work (Agreements 19/04/2017)**1 The administrative body's responsibilities and tasks**

The administrative body is responsible for ensuring that the programme is operated in accordance with the objectives, financial framework and timelines stipulated in the framework agreement.

The administrative body shall plan and run the project properly and effectively, ensuring as a minimum that the project is, to the greatest extent possible, financially and administratively managed in the same manner as the administrative body's own ordinary activities, including keeping accounting records for the project.

As well as general responsibility, the administrative body assumes administrative responsibility for the project, including compliance control, in accordance with national legislation.

The administrative body's obligations and responsibilities under this agreement are not restricted by the fact that individuals, agencies, groups or other parties, subject to agreement with the Nordic Council of Ministers, have assumed responsibilities and obligations for the implementation of the programme; however, the administrative body is under an obligation to observe such third-party agreements.

As the recipient of the funding, the administrative body is responsible for administering the funds responsibly, including compliance with national VAT and tax regulations.

1.1 Programme Management

The administrative body is responsible for managing the programme and shall appoint a programme manager as per section 2 of these Terms and Conditions. The programme manager's primary task is to represent the administrative body vis-à-vis the Nordic Council of Ministers.

It is the duty of the administrative body to ensure that the programme manager fulfils his or her assigned responsibilities and tasks. The programme manager is responsible to the management of the administrative body for ensuring that the project proceeds as planned and includes the agreed content. The project manager shall verify all expenses incurred by the project.

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

The administrative body is obliged to inform the Nordic Council of Ministers immediately of any circumstances that may delay completion of the project or otherwise impede fulfilment of the project's objectives.

Upon the request of the Nordic Council of Ministers, the administrative body shall at all times provide information on the status of the programme and access to all information relating to the programme, regardless of type or storage medium.

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 implementation of the framework agreement or otherwise carry out work in relation to the project or on the administrative body's instructions.

The Nordic Council of Ministers cannot be held responsible in any way for the actions or omissions of individuals involved in fulfilling the framework agreement.

The administrative body is also responsible for contact with the relevant authorities and, in relation to its own employees, responsibility for dealing with pay, tax, duties, pensions, insurance, etc.

Under this regulation, responsibility and liability lies with the administrative body, regardless of the extent to which the project manager, other employees or third parties were appointed by or directly/indirectly selected by the administrative body, and regardless of whether the administrative body has informed or notified the Nordic Council of Ministers of this.

1.3 Funds for sub-projects

If the administrative body engages a third party to perform tasks within the framework of the framework agreement, and thus allocates funds to sub-projects or activities, there must be written agreements with the third party concerned ensuring that the administrative body's obligations to the Nordic Council of Ministers are consistently met.

The administrative body is responsible to the Nordic Council of Ministers for the overall reporting back and presentation of financial statements for the project, and must ensure that reports and financial statements for all sub-projects and activities are submitted to the administrative body. Reports and financial statements must be submitted at least once a year and always when project activities are completed.

1.4 Sub-contractors, partners, etc.

Unless explicitly stated in the contract, the administrative body may not make use of sub-contractors or enter into partnerships with the express purpose of fulfilling the contract without written consent from the Nordic Council of Ministers. However, the Nordic Council of Ministers may not refuse to give such consent without providing an objective explanation.

Under this contract, the administrative body is liable for all and any sub-contractors and/or partners in the same way and to the same extent as it is liable for its own activities. This means, for example, that the administrative body must ensure that all and any agreements and/or contracts concluded between the administrative body and the sub-contractors and/or partners contain provisions that endow the Nordic Council of Ministers with at least the same powers and rights stipulated in this contract.

Disputes, etc. that arise between the administrative body and sub-contractors and/or partners are no concern of the Nordic Council of Ministers.

This contract does not give sub-contractors and/or partners any right to submit claims for damages or compensation of any kind against the Nordic Council of Ministers.

2. Agreement period

The administrative body is responsible for ensuring that the programme is managed and completed within the agreed period, in accordance with section 1 of the framework agreement on start and completion dates.

The administrative body may not apply for a postponement of the agreed completion date.

The framework agreement remains in force until the programme period has expired and the Nordic Council of Ministers has approved the final report and financial statements. However, in accordance with the general statute of limitation rules of Danish law, responsibility for the project rests with the administrative body until such time as this responsibility lapses.

3. Funding and payment of programme funds

The grant stipulated in the agreement includes all costs that will be incurred by the administrative body in connection with the programme.

If the programme is completed at a cost lower than the grant, the surplus funds belong to the Nordic Council of Ministers.

The Nordic Council of Ministers is under no obligation to finance any additional costs that the administrative body might incur during the programme.

Unless otherwise stated in section 4 of the framework agreement, grants are paid in four equal annual instalments, and the administrative body must submit its request for payment via the web portal run by the Nordic Council of Ministers' Secretariat.

The Nordic Council of Ministers makes a general proviso for any deviations in the funding relating to years for which an approved budget for the Nordic Council of Ministers has not yet been adopted. The grant sum should therefore only be regarded as a planning framework. The administrative body will be notified annually about the grant for the particular year following adoption of the budget for the Nordic Council of Ministers.

4. Purchase of equipment

Necessary materials – including IT equipment – may only be purchased if the acquisition is listed in point 5 of the framework agreement or if written approval is obtained from the Nordic Council of Ministers. All equipment paid for out of programme grants belongs to the Nordic Council of Ministers on completion of the programme.

The administrative body is responsible for ensuring that all equipment paid for out of programme grants is returned to the Nordic Council of Ministers on completion of the programme.

Insofar as the administrative body may wish to purchase such equipment on completion of the programme, the purchase can be made in return for payment of the purchase price or a deduction from the programme funds, depreciated by a percentage agreed with the Nordic Council of Ministers.

5. Reporting, accounting and auditing

Financial statements must be prepared annually for the programme. The financial year runs from 1 January to 31 December. The financial statements must be signed by two authorised individuals from the administrative body, one of whom must be the head of finance.

The administrative body must submit annual reports on the programme's activities and results in accordance with the instructions from the Nordic Council of Ministers. These reports and annual financial statements must be submitted by 15 February of the following calendar year.

Reporting language shall be Danish, Swedish, Norwegian or English.

The administrative body must store all relevant information concerning the programme, including accounting records, for the entire project term and for at least five years after completion, regardless of type and storage medium.

The administrative body must provide full access to this information throughout the storage period, or so long as the information or any portion of it remains in existence, upon request of the Nordic Council of Ministers or the National Audit Office in the country in which the administrative body is domiciled. Administrative bodies domiciled in a country that does not participate in Nordic

co-operation under the agreement of 23 March 1962 (the Treaty of Helsinki) are obliged to permit the Danish National Audit Office full access to the relevant information.

Programme funds must be included in the regular audit of the administrative body. The inter-Nordic audit scheme applies to all activities funded via the Nordic Council of Ministers' budget. This means that overall audit responsibility for programme funds rests with the National Audit Office in the country in which the administrative body is domiciled.

The administrative body also has responsibility for paying all taxes and duties for which it may be liable to the relevant tax authorities.

6. Programme results

The administrative body undertakes to supply the products and services defined in the agreement and covered by the funding from the Nordic Council of Ministers, in a form and of a quality commensurate with efficient company management.

The administrative body undertakes to comply with the current Nordic Council of Ministers' publishing strategy, as well as other guidelines for publication and distribution that may be set by the Nordic Council of Ministers.

6.1 Rights

Unless otherwise specified in the framework agreement, all property rights, copyrights and all other rights arising from materials and results produced by the project belong to the Nordic Council of Ministers. However, the administrative body is entitled to use the material produced by the programme, provided:

- such use is of general interest, i.e. it is not just part of the internal activities of the Nordic Council of Ministers,
- such use requires substantial rewriting or processing of the material, i.e. the whole material or parts thereof cannot simply be copied,
- such use does not conflict with the duty of confidentiality under item 8 of these Terms and Conditions,
- such use is not for commercial purposes, and
- such use does not infringe the property rights, copyrights or other rights of third parties.

Furthermore, all publication rights, in all existing and future printed and electronic formats, belong to the Nordic Council of Ministers. The Nordic Council of Ministers is also entitled to translate the materials and results into other languages.

6.2 Third-party rights

The administrative body undertakes, in all cases, to be in possession of all necessary rights to materials, including images, supplied to the Nordic Council of Ministers as per the framework agreement, such that the Nordic Council of Ministers' use of the material is neither hindered nor limited. The administrative body is obliged to ensure that the Nordic Council of Ministers has the right to publish and use all images for both online and print publications.

In this context, the administrative body undertakes to indemnify the Nordic Council of Ministers against any claim for infringement of third-party rights that might arise as a result of the Nordic Council of Ministers using materials supplied by the administrative body.

7. 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 framework 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.

8. Confidentiality

The administrative body has an absolute duty of confidentiality regarding information and matters that may come to its attention as a result of the framework agreement and which, due to their nature or by request from the Nordic Council of Ministers must be treated as confidential. This duty of confidentiality shall remain in effect after programme completion.

The administrative body is required to comply with the instructions concerning openness laid down by the Nordic Council of Ministers and to ensure that all individuals involved in the programme also comply with these instructions.

9. Breach of agreement and compensation

If the administrative body is in significant breach of its obligations under the framework agreement, e.g. by failing to meet its obligations with regard to the supply of goods and services, the Nordic Council of Ministers can terminate the framework agreement and demand repayment of funds, irrespective of whether part of the project has been completed. To the extent that it benefits from the partial completion of the programme, the Nordic Council of Ministers can reduce the repayment accordingly. The administrative body must pay all costs arising from any breach of its obligations under the framework agreement.

If financial statements or reports are submitted later than the deadline specified in section 5, the Nordic Council of Ministers is entitled to reduce the grant by 15% for each month that the deadline is exceeded.

In accordance with the general compensation rules specified in Danish legislation, the Nordic Council of Ministers can claim compensation for loss suffered as a result of the administrative body breaching its obligations under the framework agreement.

10. Transfer

The Nordic Council of Ministers is entitled to transfer its rights and obligations under the framework agreement to another public authority or to an institution that is publicly owned or which receives substantial public funding.

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

11. Termination

Either party has the right to terminate the framework agreement, subject to 12 months' notice. Upon termination of the agreement, the Nordic Council of Ministers must not pay for anything other than those parts of the programme completed by the termination date, or any unavoidable costs associated with discontinuing and winding up the project. However, in all circumstances, the Nordic Council of Ministers is entitled to refuse to provide funds if it finds that the administrative body has not properly documented the costs incurred.

12. Disputes

Where any dispute may arise between the Nordic Council of Ministers and the administrative body in relation to the framework agreement, the parties should in the first instance seek to resolve it amicably.

Where disputes cannot be resolved amicably, any dispute that may arise in relation to the framework agreement, including disputes about its existence or validity, will be settled by arbitration in accordance with the rules of procedure of the Danish Institute of Arbitration and in accordance with Danish law as applicable to projects of the Nordic Council of Ministers. In such cases, each party appoints one arbitrator and the chairperson of the tribunal is appointed by the Danish Institute of Arbitration. If, within 30 days of having requested or received notification of a request for arbitration, either party has failed to appoint an arbitrator, the Danish Institute of Arbitration will appoint one in accordance with the above-mentioned rules.

13. Amendment of Standard Terms and Conditions

The Nordic Council of Ministers reserves the right to amend these Standard Terms and Conditions at any time. In the event of significant amendments, the Nordic Council of Ministers is obliged to inform the administrative body of the amendment(s) in question and provide no less than three months' notice of the amendment taking effect.