

Cooperation Agreement

No. MSP-22/2025-MSP-CES

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended
(hereinafter referred to as the "Civil Code")

Contracting Parties:

Czech Republic – Ministry of Justice

Registered office: Vyšehradská 16, 128 10 Prague 2

Represented by: Ing. Milan Hel

Company ID No.: 00025429

Bank details: [REDACTED]

Account number: [REDACTED]
(hereinafter referred to as the "Ministry")

and

2. Jurgen Van Poecke

Date of birth: 12.01.1965

Residence: Kepier 27, 1730 Asse, Belgium

Bank details (account name): [REDACTED]

Account number (IBAN): [REDACTED]
(hereinafter referred to as the "Expert")

hereinafter jointly referred to as the "Contracting Parties" or individually as the "Contracting Party"

The Contracting Parties enter into this Cooperation Agreement (hereinafter referred to as the "Agreement") on the date, month, and year set forth below:

I.

Subject of the Agreement

1. The subject of this Agreement is the cooperation between the Contracting Parties, specifically the activities and tasks of the Expert as set out in Annex No. 1 – Mandate for Experts (hereinafter referred to as the "subject of performance") as a member of the expert group.
2. The performance under this Agreement shall be provided for the period specified in Annex No. 1 – Mandate for Experts, but no later than March 24, 2025. The primary locations of performance shall be the headquarters of the Ministry, Oráčov Prison, and Hradec Králové Remand Prison.
3. The subject of performance shall be carried out within the framework of the bilateral initiative "FutureStep: Czech-Norwegian Correctional Innovation Project", funded by the Fund for Bilateral Relations at the Programme Level (Programme Bilateral Ambitions) under the Justice Programme, EEA and Norway Grants 2014–2021.

II. Remuneration and Travel Reimbursement

1. The Contracting Parties agree that the Expert is entitled to a total remuneration of EUR 5,000 for the performance under this Agreement. The remuneration includes all costs incurred by the Expert in connection with the performance of this Agreement, except for the costs specified in paragraph 2 of this Article.
2. The Ministry shall reimburse the Expert for travel expenses, specifically the cost of a flight ticket or train ticket to and from Prague, under the following conditions:
 - The Expert's travel expenses shall be reimbursed based on the submission of the originals of the flight tickets and boarding passes, as well as accounting, expense, or similar documents presented by the Expert to the Ministry, proving the costs of travel from the Expert's residence to Prague and back.
3. The Ministry shall reimburse the Expert for Per Diems in the amount of EUR 230 per night spent in the Czech Republic, i.e., for the period from arrival to departure. If the Expert is provided with meals during the conference or its accompanying program, the Per Diems will be reduced as follows: lunch -20%, dinner -20%.
4. The remuneration, travel reimbursement, and Per Diems shall be paid by the Ministry via cashless bank transfer to the Expert's account specified in this Agreement within 30 days from the completion of the subject of performance.
5. The Ministry does not provide advance payments, and neither Contracting Party shall provide the other with any deposit.

III. Rights and Obligations of the Contracting Parties

1. The Expert is obligated to carry out the performance under this Agreement with due professional care and to comply with the instructions of the Ministry.
2. The Ministry's contact person is: Patricie Pincevičová, phone number: +420 224 123 456, e-mail: p.pincevicova@ministry.cz
3. The Ministry undertakes to provide the Expert with the necessary cooperation and support to ensure the successful delivery of the lecture activities under this Agreement.
4. The Ministry commits to granting the Expert access to all relevant information and ensuring the necessary technical and organizational support.
5. The Expert is required to adhere to the program set by the Ministry, follow instructions at the place of performance, and comply with operational regulations and occupational safety principles.
6. The Ministry is entitled to use the Expert's outputs under this Agreement for all purposes. The Ministry has the right to modify, edit, or supplement these outputs.

Furthermore, the Ministry may alter, reproduce, distribute, or merge the outputs and any other materials provided under this Agreement with other documents. The Ministry is authorized to publish the Expert's outputs through print, electronic means, or networks, including remote access, whether in whole, in part, independently, or in combination with other works.

7. The license granted under paragraph 6 of this Article is non-exclusive, worldwide, and perpetual. The remuneration for granting this license is included in the remuneration stated in Article II, paragraph 1 of this Agreement. The Ministry is not obligated to utilize this license.
8. The Contracting Parties agree to mutually cooperate, provide each other with necessary assistance, and exchange all information essential for the proper fulfilment of their obligations. The Contracting Parties shall inform each other of any facts that are or may be relevant to the proper performance of this Agreement.

IV.

Confidentiality and Personal Data Protection

1. The Expert undertakes to maintain confidentiality regarding any confidential information obtained in connection with the performance of this Agreement and to use such information solely for the purpose of fulfilling the subject of the Agreement. The obligation of confidentiality includes, in particular, the duty to refrain from any action that would disclose or provide access to confidential information to a third party or use it contrary to its intended purpose for personal benefit or the benefit of a third party, or allow any third party to use such information in any manner.
2. The Contracting Parties may disclose confidential information to a third party only when required by law, another legal regulation, or a final court decision. In such cases, the Contracting Parties undertake to cooperate and take all necessary measures to protect the interests of the other Contracting Party.
3. The Expert acknowledges their obligations under applicable legal regulations concerning the protection and processing of personal data, particularly Act No. 110/2019 Coll., on the Processing of Personal Data, as amended (the "Personal Data Processing Act"), and the General Data Protection Regulation (GDPR) of the European Union. The Expert may process personal data only to the extent necessary for the performance of this Agreement and, for this purpose, is authorized to store data on information carriers, modify, retain them for the period necessary to exercise their rights under this Agreement, transmit processed data to the Ministry, and dispose of them, all in compliance with applicable personal data protection laws, particularly the Personal Data Processing Act and GDPR.
4. The Expert is obligated to implement measures to protect confidential information and personal data. The confidentiality obligation remains in effect even after the termination of this contractual relationship.

V.
Termination of the Agreement

1. The Contracting Parties may terminate this Agreement by mutual written agreement. This agreement shall specify the method of settlement of mutual claims.
2. Either Contracting Party may withdraw from the Agreement if the other Party substantially fails to fulfill its obligations under this Agreement and does not remedy the breach within the provided period, despite receiving a written notice from the other Party.
3. The effective date of withdrawal from this Agreement shall be the date on which the written notice of withdrawal is delivered to the other Contracting Party.

VI.
Other Provisions

1. This contract is governed by the legal order of the Czech Republic. Unless otherwise stipulated by a legal regulation, any disputes between the contractual parties arising from or in connection with this contract will be resolved before the competent court of the Czech Republic, both in terms of subject matter and territorial jurisdiction.
2. The expert is, according to Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration and on Amendments to Certain Laws (the Financial Control Act), as amended, required to cooperate in the performance of financial control in connection with the payment for goods or services from public expenditures.

VII.
Final Provisions

1. Any changes or amendments to this Contract must be made in writing in the form of a numbered annex to this Contract, signed by authorized representatives of both contractual parties.
2. The contractual parties agree to resolve any disputes that may arise between them in connection with the implementation or interpretation of this Contract through negotiation and mutual agreement. If the dispute cannot be resolved, it will be submitted by one of the parties to the subject-matter and territorial jurisdiction court.
3. The contractual parties declare that this Contract contains the full expression of their mutual will, and there are no other agreements, whether in writing or otherwise, that would supplement, amend, or have significance for its interpretation. Therefore, neither party relies on any statements from the other party that are not included in this Contract, its appendices, or annexes. This does not affect the significance of communication between the parties, including instructions from the Ministry.
4. The Contract is signed either manually or electronically. If signed manually, it is made in three (3) copies, of which the Ministry receives two copies, and the Expert receives one. If signed electronically, it is signed using a qualified electronic signature. The Contract is made

in both Czech and English. In case of discrepancies, the Czech version of the Contract prevails.

5. This Contract becomes valid and effective on the day it is signed by both contractual parties.
6. If any provision of this Contract becomes invalid, void, or ineffective, this fact does not affect the other provisions of this Contract, which remain valid and effective. In such a case, the parties agree to replace the invalid, void, or ineffective provision with a new provision that most closely aligns with the intended purpose of the original provision. Until then, the relevant provisions of the applicable public law of the Czech Republic will apply.
7. If events occur that partially or entirely prevent one or both parties from fulfilling their obligations under this Contract, the parties must inform each other about this without undue delay and jointly take steps to overcome the obstacles.
8. The contractual parties declare that this Contract was concluded based on their true, serious, and free will, that they have read its content, fully agree with it, consider it entirely clear and understandable, which they confirm below with their signatures.
9. An integral part of this Contract is:

Annex No. 1 – Mandate for Experts

In Prague on13.02.2025

Jurgen Van Poecke

In Prague on13.02.2025

Ing. Milan Hel

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MANDATE FOR INTERNATIONAL EXPERTS

The Ministry of Justice in the Czech Republic will engage **Mr. Jurgen Van Poecke** as an external expert to fulfil specific tasks within the bilateral initiative FutureStep: Czech-Norwegian Correctional Innovation Project.

The bilateral initiative is funded by the EEA and Norway Grants 2014-2021 under the BASP1 modality – Support for Bilateral Cooperation within the Justice Programme in the Czech Republic. The initiative aims at gaining international advice and experience from which recommendations can be made to address the challenges and the possible solutions of the Czech Prison system. More specifically, the bilateral initiative will result in the formulation of a **policy paper of recommendations**, representing a collective endorsement of expert insights and input from international partners. These recommendations will pave the way towards a more humane, modern, and progressive prison environment in the Czech Republic. To gain international advice and recommendations, the Ministry of Justice of the Czech Republic will establish an expert group consisting of the following members:

Ms. Tanja Rakusic-Hadzie

Mr. Jurgen Van Poecke

Mr. Roger Nilsen

Mr. Eirik Bergstedt

Mr. Kim Ekhaugen

One permanent responsible person from the Czech Prison Service will be identified for organizational purposes, i.e. facilitating the drafting of the policy paper of recommendations and will also be responsible for the substantive content of the document.

Specification of assignment

The external expert shall take part in an expert group and contribute to the following activities:

- 1) Establishment of expert group by participating in online meeting in January 2025.
- 2) Participation in Workshop in the Czech Republic 17 – 21 February 2025 by
 - a. Conducting field research in Oráčov Prison and Hradec Králové Remand Prison
 - b. Conducting meetings with prison management in the abovementioned prisons to identify main challenges and shortcomings in the facilities, with a special focus on
 - Management, staff ratio
 - Dynamic security
 - Principle of normality
 - Prison officer role
 - Cooperation with NGOs and other stakeholders
 - Future needs as regards infrastructure in relation to the topics above

- c. Participating in workshops back to back with the prison visits to assess the situation and identify possible solutions.
- d. Participating in follow up meetings facilitated by the Ministry of Justice and providing expert advice to the drafting of policy paper of recommendations.
- e. The policy paper of recommendations shall be finalized no later than 24 March 2025.

Date: 13. 02. 2025

13. 02. 2025

Signatures:



Mr. Jurgen Van Poelcke



Ing. Milan Hal

