Estado do Rio Grande do Sul
MUNICIPIO DE ERECHIM
PREFEITURA MUNICIPAL
Praça da Bandeira, 354
Fone: 54 520 7000
99700-000 Erechim – RS

LEI Nº 3.856, DE 06 DE JUIHO DE 2005.

AUTORIZA O PODER EXECUTIVO A FIRMAR ACORDO INTERNACIONAL, PROJETO OROS, COM A PROVÍNCIA DE TREVISO - ITÁLIA.

ELOI JOÃO ZANELLA, Prefeito Municipal de Erechim, Estado do Rio Grande do Sul, no uso de atribuições conferidas pelo Artigo 64, Inciso V da Lei Orgânica do Município:

FAÇO SABER que o Poder Legislativo aprovou, e eu sanciono e promulgo a seguinte Lei:

Art. 1° Fica o Poder Executivo autorizado a firmar Acordo Internacional com a Província de Treviso, na Itália, coordenadora do Projeto O.Ro.S, "Observatory for Road Sefety", objetivando assegurar uma real cooperação entre as partes, para implementar um programa de trabalho comum, definir objetivos comuns, responsabilidades das partes e as mútuas obrigações.

Parágrafo único Segue, em anexo à presente lei, minuta do Acordo Internacional referido no caput.

Art. 2° A presente Lei entra em vigor na data de sua publicação, revogadas as disposições em contrário.

Prefeitura Municipal de Erechim/RS, 06 de Julho de 2005.

ELOI JOÃO ZANELLA
Prefeito Municipal

Registre-se e publique-se.
Data supra.

ELÍDIO SCARANTO
Secretário Municipal de Administração

COOPERATION AGREEMENT FOR A TRANSNATIONAL PARTNERSHIP

URB-AL Programme - R8-B2-04 Project "Observatory for Road Safety"

Contract Number R8-B2-04

Whereas on December 13, 2004 the Province of Treviso, as Coordinator of the O.Ro.S. Project, "Observatory for Road Safety", subscribed the Contract n. R8-B2-04 with the European Commission.

Considering that the Project involves the following partners:

- Province of Treviso (Leader Partner) (Italy)
- Prefecture of Erechim (Brazil)
- Development Committee of the Northern State of Rio Grande do Sul (Brazil)
- Prefecture of Juiz de Fora (Brazil)
- Prefecture of Criciuma (Brazil)
- Municipality of Vina del Mar (Chile)
- Municipality of Vara (Sweden)
- Prefecture of Santo Andre (Brazil)
- Province of Padua (Italy)

between

the Province of Treviso, with registered office in Treviso, via C. Battisti no. 30, VAT Reg. No. 01138380264 – Tax identification No. 80008870265, Coordinator of the Project, represented by Mr. UBERTO DI REMIGIO, born in Vittorio Veneto (TV) on August 10, 1957, Director of the European Policies, Special Projects and Research Division, agent in the name, on behalf and in the interests of the Province itself, competent in the stipulation of this agreement according to art. 107 third paragraph lett. C) of the Legislative Decree 267/00

and

Prefecture of Erechim (Brazil), hereinafter referred to as partner, represented by Mr. ELOI JOÃO ZANELLA, born in Erechim (RS) on March 09, 1943, Mayor of the Municipality of Erechim, agent in the name, on behalf and in the interests of the Municipality it self, competent in the stipulation of this agreement, according terms of the Municipality Law 3856, aproved in July 06, 2005.

IT IS AGREED AND STIPULATED AS FOLLOWS

Art.1 – Aim. The aim of this international Cooperation agreement is to assure an actual cooperation between partners, to implement a common work programme, to define the common objectives, the partners' responsibilities and their mutual obligations.

Art.2 – Project coherence. These activities shall be planned to be implemented in accordance with a common work programme and with a time schedule in order to contribute to the implementation of the project itself.

Art.3 – Description of the activities.

Title	AZIONE 4: SCHOOL CAMPS school camp of Safe driving for students
Responsible partner	Prefecture of Erechim (Brazil)
Responsible person	Arch. Redenzio Cezar Zordan
Duration:	24 months
Closing date:	13 December 2006
General aims:	• Foster the culture of safe driving • Improve the abilities of youngsters and students (one of the target groups)
Results	• Implementation of a school camp for safe driving for the students in Erechim (BRA). This solution will enable the other partners to see the results firsthand during the international week for road safety and mobility: tangible tools at the citizen's disposal which will promote the culture of road safety • Guidelines (made up of 4 chapters: analysis, methodology, guidelines, report on results) • Web section
Activities	• Creation of a network of scientific contacts • Study of the school camps carried out by other Administrations (chapter 1 of guidelines: analysis) • Definition of a methodology (chapter 2 of the guidelines: methodology) • Preliminary study of the implementation area • Creation of the guidelines (chapter 3 of guidelines: guidelines) • Acquisition of the territory • Planning and implementation of the school camp • Report on the school camp (chapter 4 of guidelines: report on results) • Inauguration and invitation of the interest groups (citizens, local Bodies,

	etc.) • Management of the contents of the brochure (sending of the 4 chapters) • Management of the contents of the web site section (insertion of the 4 chapters in the 4 web sections dedicated to the action) • Implementation of two training courses for partners (one for each international meeting)

Art.4 – Financial dispositions of the agreement.

The partner agrees that the subsidy cannot under any circumstance produce profits and that it must be limited to the amount required to offset the income and expenditure for the operation.

The partner undertakes to implement these activities complying with the terms of the contract signed by the Province of Treviso and the European Commission and the relevant annexes, copies of which has already been received by the partner.
In case of any costs deviation from one attached budget to another the written approval by the coordinator of the Provice of Treviso is required.
The subsidy cannot be subject of complaint before the Commission and cannot be awarded to another body or transferred to a third party without prior written consent by the Coordinator.

Please note that the expenses must reflect the type of cost foreseen in the budget; for no reason will be accepted different costs. For example, if you have in your budget the cost for an expert, you must spend this money only to pay with a temporary contract an external person or company (that provide you the expert).

The partner undertakes to the correct management of the budget he has been awarded.
The coordinator is in charge of verifying the correct implementation of the single activities and of the consistency of the expenses borne.
To that end the partner shall verify his budget shown in the table below and use it to inform the coordinator, **every 12 months from 13 December 2004**, of the actual expenses borne.
Thus no. 2 accountings are planned for the project, in December 2005 and December 2006 respectively.
The original receipts of the expenses borne must be conserved by the partner at his office and sent yearly to the Coordinator.

We remind that the expenses borne after 13 December, 2006 are not eligible.

Table for the accounting:

Total Budget	28.000 €		
Budget item	Original budget	Actual expenditure on 13th of Decembre 2005	Actual expenditure on 13th of Decembre 2006
3.4 Other - construction of a driving training track for Students in **Erechim**	28.000 €	€	€

The expenses incurred must be peremptorily expressed in **EUROS**.

The partner must use the tax exchange Euro/local currency indicated at the following address of the European Commission:

http://europa.eu.int/comm/budget/inforeuro/index.cfm?fuseaction=countries&Language=en

The value in euros of the first day of the month following the invoice issue must be referred to.

Art.5 – Payment and documentation instructions.
The partner must inform the coordinator of the start of the activity asking concurrently the allocation of a down payment of 80% of the budget specified in art.4 of this Cooperation agreement.

With the first report, the partner must inform the co-ordinator of the status of the activity.

The balance of the budget agreed (20%) will be allocated at the conclusion of all the assigned activities and at the completion of the following operations:

- To have fully completed all the actions and to have provided all the deliverables to the co-ordinator (as specified in article 3 of this cooperation agreement); with special attention for:
  1. Drawing up of a manual (made up of no. 4 chapters, as specified in the paragraph "Description of the activity");
  2. Insertion in the web site of the Project of the 4 chapters of the manual;
  3. Implementation of the training courses planned for one's activity during the international workshops
- Filling in of the time sheets relative to the 24 months of the OROS project (from 13 December, 2004 to 13 December, 2006);

In addition, the partner shall send the coordinator the following documentation: invoices proving the expenses for the budget items awarded; official request for payment to the coordinator; other documentation substantiating the implementation of the initiatives.
The activity implemented shall be assessed by the coordinator and receive a positive evaluation, to which the budget allocation is subject.

Art.6 - Reports.
The contracting partner undertakes to send not later than on 01 of each month, via e-mail and fax, a progress report about the activities in accordance with the time sheet form provided by the lead partner.

Art.7 – Working languages. The official language of the project is English. The partner undertakes to provide all the reports in English, whereas the outputs can be written in one's native language.

Art.8 - Duration. This Cooperation agreement will enter into force from the date of its signing and will be in force until when the partner coordinator of the transnational activities (the Province of Treviso) will have thoroughly complied with its duties toward the European Commission.

Art.9 – Transfer of rights.
The partner is not allowed to transfer the rights and duties he has been assigned by this Agreement without prior written consent by the coordinator.

Art.10 - Disputes.
Should a dispute arise in relation to this Cooperation agreement which cannot be settled amicably between the coordinator and the partner, it shall be submitted first to the European Commission and, later, to the jurisdiction of the Court of Treviso (Italy).

Art.11 – Applicable law.
This Cooperation agreement is subject exclusively to Italian law.

Art.12 - Communications.
All documents and communications must be sent to the following address:
Mr. Sergio Rossi
Ufficio Rapporti Unione Europea
Largo Molino, 29
31020 Fontane di Villorba (TV)
Tel. ++39-0422/656904 – 656901
Fax ++39-0422/656909
E-mail: srossi@provincia.treviso.it
europa@provincia.treviso.it

The contracting partner upon signing this act declares to have fully understood and accepted the content of the agreement and undertakes to implement the actions ha has been assigned in the respect of the budget items.
It is specified that the commitments undertaken must be considered legally binding for the signatory Body for all the duration specified regardless of the possible modification/substitution of the individuals involved.
The coordinator shall be promptly informed of the possible modification/substitution of the responsible person for the partner of the assigned activities, specifying that the new responsible person undertakes to respect the obligations assumed and to the fulfilment of the actions planned.
The non-fulfilment of the obligations assumed shall imply the exclusion of the partner from the Project, the cancellation of this Agreement and the obligation to repay the funds already received.

Read, approved and signed.

JULY 07, 2005.

MR. UBERTO DI REMIGIO
(Director of the European Policies, Special Projects and Research Division)

ERECHIM-RS-BRAZIL, JULY 07, 2005.

MR. ELOI JOÃO ZANELLA
Mayor
(Prefecture of Erechim)

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JULY 07, 2005.

MR. UBERTO DI REMIGIO
(Director of the European Policies, Special Projects and Research Division)

ERECHIM-RS-BRAZIL, JULY 07, 2005.

2º TABELIONATO ERECHIM - RS

MR. ELOI JOÃO ZANELLA
Mayor
(Prefecture of Erechim)

2º TABELIONATO - CARTÓRIO TIMM
BEL. WALDIR AIRTON TIMM - TABELIÃO
RUA ITALIA, 114 - 99700-000 - ERECHIM - RS - FONE (54) 321.5772
E-mail: tabelionato@timm.not.br

Reconheço a autenticidade da firma de Eloi João Zanella, indicado com a seta.
Em testemunho da verdade.
Erechim, 8 de julho de 2005
Emol: R$ 2,00 29453 - 29503

ROBERTO CAVASSOLLA
ESCREVENTE AUTORIZADO
2º TABELIONATO-ERECHIM-RS