

## AGREEMENT FOR JOINT ACTIVITY

Present Agreement is concluded \_\_\_\_\_, “ ” \_\_\_\_\_ 20\_\_\_\_  
**NGO Estonian Neighbourhood Watch** represented by the Managing Director;  
**Local Government**, represented by \_\_\_\_\_ which acts upon Statute;  
**Police**, represented by \_\_\_\_\_ and  
**Leader of the** \_\_\_\_\_ **neighbourhood watch district**, \_\_\_\_\_

which are hereafter referred to in this Agreement as Party or together Parties, have concluded present Agreement in following:

### 1. Documents of Agreement

1.1. Documents of Agreement consist of present Agreement and Annexes to the Agreement, which are agreed upon after concluding present Agreement.

Annex 1 – The map of the \_\_\_\_\_ Neighbourhood watch district.

Annex 2 – List of participants in \_\_\_\_\_ Neighbourhood watch district

### 2. Used concepts

2.1. **Neighbourhood watch (NHW)** – is the community action where people’s communication and co-operation helps to create safe living environment.

2.2. **Neighbourhood watch district** – an area (an apartment house(s) or private houses) where people are organising neighbourhood watch.

2.3. **Neighbourhood watch district member** – a person who is related with NHW district and who has confirmed his/her willingness to participate in the NHW activities in the Annex 2. The member of the NHW district is a Party in the present Agreement.

2.4. **Neighbourhood watch district leader** – a person who is elected from neighbourhood watch district members and who represents the neighbourhood watch district in relation with other co-operation partners.

### 3. Goals of the Agreement

3.1. Prevention of crime in \_\_\_\_\_ Neighbourhood Watch district;

3.2. Organizing and implementing the neighbourhood watch activities in the stated area;

3.3. Co-operation between Parties in achieving goals of the Agreement.

### 4. Rights and Obligations of the Parties

4.1. NGO Estonian Neighbourhood Watch:

4.1.1. Offers participants all kind of information about organizing of neighbourhood watch;

4.1.2. Organises and leads the co-operation between Parties;

4.1.3. Distributes learning materials about NHW among members of the district;

4.1.4. In co-operation with the Parties helps to organize training days and gatherings;

4.1.5. If possible, supports activity of the district financially;

4.1.6. Supplies the NHW district with the necessary amount of NHW signs and stickers;

4.1.7. Once a year communicates with the NHW district leader in order to receive the yearly activity report from the NHW district;

4.1.8. Once a year informs the Police and Local government about the changes in the Annex 2. At their request after every single change;

4.1.9. Excludes the member of the NHW district if he/she loses the permanent bond with the NHW district or upon the proposal of the NHW district leader.

4.2. Local Municipality:

4.2.1. Helps organizing training days and gatherings for active group of the district;

- 4.2.2. If possible, supports publishing and distribution of information brochures;
- 4.2.3. Reflects the NHW activities in the local press;
- 4.2.4. Co-operates with the leader of the NHW district in resolving current issues;
- 4.2.5. If possible, finances neighbourhood watch in any other way.

#### 4.3. The Police:

- 4.3.1. Distributes through the leader of the NHW district information necessary for NHW;
- 4.3.2. Gives feedback to the observations received from NHW;
- 4.3.3. Informs its own contact person about the Agreement and gives instructions for the co-operation with Parties;
- 4.3.4. Participates in the NHW meetings and gatherings if invited;
- 4.3.5. Explains and teaches the NHW participants about the crime prevention methods;
- 4.3.6. Informs Parties about the public crime prevention events.

#### 4.4. The leader of the NHW district:

- 4.4.1. Represents the NHW district members and informs Parties about the activities in the NHW district;
- 4.4.2. Informs NHW district members about the NHW related activities, events and also shares information received from the Parties;
- 4.4.3. In co-operation with Parties organises trainings and meetings for the NHW district members;
- 4.4.4. In co-operation with the NHW district member organises the setting up of the NHW signs;
- 4.4.5. Informs the Police and if necessary the Local Government about the observations from NHW district members which concerns crime prevention;
- 4.4.6. Keeps records about the participants of NHW and informs NGO Estonian Neighbourhood Watch about the persons who want to join the NHW district;
- 4.4.7. Participates in the NHW meetings and events;
- 4.4.8. Completes and presents the yearly report about the activities in the NHW district.

#### 4.5. The member of the NHW district:

- 4.5.1. Acts in good faith towards one another;
- 4.5.2. Demonstrates initiative to increase the safety in the NHW district;
- 4.5.3. Informs other members of NHW district about crime prevention relation observations;
- 4.5.4. Immediately informs the police about committed crime;
- 4.5.5. Participates in the NHW related meetings and gatherings;
- 4.5.6. Helps to install the NHW signs (mentioned in the paragraph 4.1.6.) and informs the NHW district leader about broken or damaged signs;
- 4.5.7. Obligates to use the NHW data (Annex 2) only for the purpose of NHW activities. It is forbidden to transmit the NHW data to third parties without the consent of the data subject.

### **5. Agreement withdrawal and exclusion of NHW member**

- 5.1. Agreement withdrawal of NHW member means the termination of the agreement between a withdrawing member and Parties. Agreement withdrawal of one member does not terminate the agreement between other Parties;
- 5.2. NHW member can withdraw from the agreement any time by giving written notice to the NHW district leader and NGO Estonian Neighbourhood Watch;
- 5.3. A member of the Agreement will be considered withdrawn the date on which the corresponding application has been received by the NGO Estonian Neighbourhood Watch;
- 5.4. A member of the Agreement can be excluded on the basis of the statement of the NHW district leader. In the statement the NHW district leader has to explain why the member should be excluded. The reasons for excluding could be moving to another district or acting in bad faith towards NHW members.

## **6. New members joining the agreement**

- 6.1. Becoming a member of the Agreement means concluding the Agreement with all conditions set out in this Agreement with all the Parties;
- 6.2. A person has a right to enter the Agreement if he/she has a permanent connection to the district and wishes to participate in the NHW district;
- 6.3. The wish to participate in the NHW district should be stated in the written statement which has to be submitted to the NGO Estonian Neighbourhood Watch. In the statement the person confirms that he/she wishes to participate in the NHW activities and has read and agreed the terms of this Agreement;
- 6.4. NGO Estonian Neighbourhood Watch has a right to refuse the person joining the Agreement if the person is not permanently related to the district, the person is acting on bad faith towards the NHW members or there are doubts if the person is law-abiding;
- 6.5. NGO Estonian Neighbourhood Watch is not allowing the person to join the Agreement if the majority of the NHW district members are against it and NGO Estonian Neighbourhood Watch has been notified about it;
- 6.6. The person is considered to be a member of the NHW district and a Party of the current Agreement if the NGO Estonian Neighbourhood Watch has not notified about the dismissing the joining statement (during 10 days after receiving the joining statement).

## **7. Election and withdrawal of the NHW district leader**

- 7.1. The election and withdrawal of the NHW district leader is decided through the majority votes of the NHW district members;
- 7.2. The withdrawal of the NHW district leader will terminate his/her rights to represent the NHW district;
- 7.3. The subject of the withdrawal of the NHW district leader could be his/her own request or other significant reason;
- 7.4. NHW district members will elect new district leader;
- 7.5. NHW district members will inform other Parties about the election of the new NHW district leader.

## **8. Term, changing and termination of Agreement**

- 8.1. This Agreement shall enter into force upon its signing and is concluded for an indefinite period;
- 8.2. Parties have the right to change Agreement only if agreed with Parties, notifying other Parties of it at least 1 (one) week beforehand;
- 8.3. Parties have the right to terminate present Agreement at any time notifying other Parties of it at least 1 (one) week beforehand.
- 8.4. NHW district members implement the rights set out in paragraphs 8.2 and 8.3 together. The complete consent of all NHW district members is needed to terminate the Agreement. In such case the Agreement parties shall be deemed to have been terminated in the procedure.
- 8.5. NHW district members resigning from the Agreement or death will terminate the Agreement regarding the person but will not terminate the Agreement between other Parties.

## **9. Messages between Parties**

- 9.1. Messages between Parties connected with present Agreement must be in writing, except for cases, when such messages are only of informative character, which does not entail legal consequences to other Parties;
- 9.2. Message is regarded delivered if:
  - 9.2.1. The message is sent to the Parties' s e-mail address and the confirmation from the recipient is received;
  - 9.2.2. The Message has been delivered against signature;
  - 9.2.3. The Message was sent by Post institution as registered mail on addresses shown by Parties and 5 (five) calendar days have passed from the posting day.

**10. Force Majeure**

10.1. Failing to perform obligations or to perform obligations accordingly upon present Agreement is not regarded as breach of Agreement, if it was caused by circumstances not foreseen by Parties while concluding Agreement, and could not possibly forecast their arrival (Force Majeure).

10.2. Force Majeure means any unforeseeable event over which the Agreement Parties have no control and which do not depend on the will of the Parties, incl. fire, explosion, natural disasters, war, strike, etc. This article does not relieve the Parties on the implementation of efforts to eliminate the causes and the Parties must continue to fulfil its obligations immediately after the removal of the obstacles.

10.3. Party, whose performance of contractual obligations is caused by Force Majeure is obliged to immediately notify in writing the other Parties.

10.4. If the circumstances of Force Majeure last for more than 30 days, through negotiations the Parties will decide possibilities of performing their obligations upon Agreement.

**11. Other conditions**

11.1. All disputes arising from present Agreement will be tried to resolve through negotiations. If negotiations will not bring results, the disputes will be resolved in order stipulated by legislation of the Republic of Estonia.

11.2. Present Agreement annuls all previous oral and written agreements made by Parties on matters fixed in this Agreement.

11.3. None of Parties may forward rights and obligations upon present Agreement to third persons without written consent of other Parties.

11.4. The parties' representatives and contact persons for the performance of this contract are:

11.4.1. NGO Estonian Neighbourhood Watch: \_\_\_\_\_

11.4.2. Local government: \_\_\_\_\_

11.4.3. The Police: \_\_\_\_\_

11.4.4. The NHW district leader: \_\_\_\_\_

11.5. If a Party should change its representative with another it immediately notifies other Parties of it.

11.6. Present Agreement is drawn up in Estonian in 4 (four) identical copies that possess equal legal force, of which every Party receives one copy.

**12. The signatures of the Parties:**

\_\_\_\_\_  
NGO Estonian NHW

\_\_\_\_\_  
Local government

\_\_\_\_\_  
The Police

\_\_\_\_\_  
The NHW district leader