

# Baltic Sail Agreement 2022-2026

#### General

- A) Baltic Sail is a permanent co-operation of partners and associated partners, especially harbour cities or public or private non-commercial or commercial bodies, active in the field of international maritime heritage tourism, especially organising harbour festivals in the respective cities or operating maritime sites, especially cultural maritime heritage properties.
- B) Baltic Sail aims at all at supporting maritime culture, especially the upkeep and maintenance of maritime traditions, especially traditional vessels as unique part of the European Maritime Heritage.

This in mind Baltic Sail aims at interesting owners of old time sailing vessels and other traditional ships to enter the harbours of the partners and in cruises with trainees / guests / customers in the Baltic Sea region.

- C) Baltic Sail aims at developing European maritime traditions, maritime heritage sights and properties into a trademark of the Baltic Sea region.
- D) Baltic Sail aims at supporting co-operation of the partners and associated partners, joint marketing of the partners and associated partners and the Baltic Sea region at all.
- E) Baltic Sail shall lead to the establishment of a permanent and growing network of maritime tourism in the Baltic Sea Region.

#### §1 Baltic Sail Agreement / Baltic Sail Association

By signing this agreement and with respect of the expiration of the agreement, valid from 2017 to 2021, the following independent partners declare to co-operate in the sense of what is mentioned under **General** from the year 2022 until 2026:

Guldborgsund Kommune (DK), Gdansk Foundation in the City of Gdansk (PL), City of Karlskrona (SE), City of Klaipeda (LT), City of Rostock (GER), City of Szczecin (PL), City of Turku (FI), Port of Sassnitz (GER),

each represented by themselves or public or private, non-commercial or commercial bodies to be nominated by the partners.



Baltic Sail is unrestrictedly open for other interested partners or associated partners to participate: maritime museums, museum harbours, port operators, tourist organisations, owners of traditional ships in operation, agencies of traditional ships, independent maritime associations, companies, or private persons etc.

Decisions about an enlargement of the Baltic Sail and admission of new partners or associated partners have to be agreed upon unanimously.

The intention to quit the partnership and to leave the Baltic Sail Association prior to the expiration of this agreement is allowed but has to be announced written to the Baltic Sail Committee one year before the cancellation of co-operation. No special reasons are required.

## §2 The Baltic Sail Committee

The Baltic Sail Committee is the official decision making body of the Baltic Sail Association.

The committee consists of one representative of each partner, nominated by the partners and simultaneously entitled to vote. Associated partners and third parties are allowed to participate as guests at the regular meetings, are welcome to give recommendations and advices but are not entitled to vote.

The committee will confer and decide about tasks of the organisation and marketing efforts of Baltic Sail and other subjects, mentioned under **General**, at regular meetings exclusively on basis of simple majority. The committee is entitled to vote, if the majority of partners is represented at the respective regular meeting. The committee is automatically entitled to vote at the next following meeting, if no majority of the attending partners is given.

The content, results and decisions of the meetings will be noted in a protocol (minutes of the meeting), to be provided by the partner where the respective meeting took place and to be confirmed by all partners. The hosting partner of the committee meeting is also responsible for the agenda of the meeting, which has to be agreed with the partners beforehand.

It is intended to hold regular meetings two to three times a year, hosted by the partners following a turning system. The invitation including a proposed agenda has to be sent at least one month in advance. Extraordinary committee meetings can be requested by each of the partners.

#### §3 Executing the Agreement

Main aim and main way of executing this agreement are:

- supporting each other, especially by organising harbour festivals,

- common action, especially in relation to maintenance of maritime traditions, culture exchange, development / support of the festivals

- common marketing activities,

within the framework of Baltic Sail, under the Baltic Sail brand and in the sense of this agreement.



The support especially includes the acquisition of old time sailing vessels to participate in the festivals, races or cruises and the acquisition of trainees / guests / customers to participate in cruises, the acquisition of spectators, visiting the festivals and the exchange of artists and culture groups.

The events in the respective cities / ports will be organised by the partners at their own responsibility. Compatible conditions regarding fees for pilots and tugboats (costs for entering and leaving the port first in / last out to be covered by the partners) as well as free anchorage places shall be offered to all ships invited to Baltic Sail harbour festivals.

The offer of other services (electricity, fresh water supply, crew's or trainee's entrance fees, conditions for use of public transport etc.) are at own responsibility of the respective partners in accordance to local regulations and conditions or can be discussed with the other partners in order to adjust those offers to the other harbour festivals.

Interfering into the action of partners and / or associated partners, especially the organisation of their respective sailing events is not allowed.

The partners and / or associated partners are obliged to raise attention for the partners and the Baltic Sail Association itself.

No partner is allowed to sign contracts including rights or duties of other partners.

The acquisition, participation and presentation of a sponsor for Baltic Sail has to be decided unanimously.

## § 4 Common Marketing Plan

The common marketing of the Baltic Sail will be carried out on basis of a marketing plan which has to be worked out for the following year in an appropriate time beforehand. The member city Rostock is responsible for the draft marketing plan, which will be discussed / agreed and then be binding for the partners and / or associated partners after decision of the Baltic Sail Committee.

The decision contains responsibilities of the partners and / or associated partners to realise the marketing activities / action, deadlines as well as the circulation of information.

The marketing plan contains a specification about the expected costs for joint activities / action / marketing materials, carried out / produced - if not otherwise agreed - on order of Rostock, costs to be settled by the partner Rostock.

An annual review on the execution of the marketing plan / the marketing activities and the related costs will be provided to the partners and / or associated partners by Rostock.



# § 5 Participation Fee

It is agreed that each member city will pay an annual participation fee of EUR 5.000,00 to the partner Rostock as central coordination office, issued by invoice, no later than 30<sup>th</sup> September and exclusively used by the partner Rostock to pay costs, originated from joint marketing activities / action in accordance to the common marketing plan.

The annual participation fee for associated partners is an amount of EUR 1.000,00.

Both, Baltic Sail partners and associated partners, shall benefit from co-operation and joint activities: to make activities of the Baltic Sail partners and / or associated partners more attractive and / or well known, popular or unique, to attract more spectators, visitors and or guests / customers, to develop new, excellent maritime tourism products, to start and make common marketing campaigns more attractive, to use and promote the cultural maritime resources of the city or region, to contribute to the preservation of the maritime heritage, to jointly organise events and festivals, to present each other at different fairs and exhibitions and in other media etc.

The partner Rostock is also responsible for the bookkeeping of the amount of money and will balance the equivalent costs, resulting from the common activities / action including the handling of invoices and other necessary documents.

Overdrawing the planned total costs has to be confirmed and decided by the Baltic Sail Committee. This also applies to surpluses. Surpluses - if any - shall not be refunded to the members but be reserved / used for joint projects / action in the sense of this agreement.

## § 6 Final Conditions

Each dispute or conflict originating from this agreement shall be resolved within the framework of the Baltic Sail Committee meetings. The European Law will be basis for this dispute, if no non-judicial decision can be reached / agreed upon - especially in financial matters - each application, amendment or addition to this agreement has to be decided in written form.



# Partners

Gdansk Foundation in the City of Gdansk, Poland	President / Signee
Guldborgsund Kommune, Denmark	 Mayor / Signee
City of Karlskrona, Sweden	 Mayor / Signee
City of Klaipeda, Lithuania	Mayor / Signee
City of Rostock, Germany	Lord Mayor / Signee



City of Szczecin, Poland	
	Mayor / Signee
City of Turku, Finland	
	Mayor / Signee
Port of Sassnitz, Germany	
	CEO / Signee