

Agreement between lead beneficiary, Directorate General Fire Safety and Civil Protection – Ministry of the Interior, Bulgaria and General Inspectorate for Emergency Situations - Ministry of Internal Affairs, Romania

in the project “Joint Volunteering for a Safer Life”, Project code ROBG-332, financed under the Interreg V-A Romania-Bulgaria Programme

For joint activities related to the setup of a training centre in Belitsa, Bulgaria

PARTNERSHIP AGREEMENT

Having regard to signed partnership agreement for the implementation of the above mentioned project and the stipulations of the project application, the following agreement is concluded between:

Tutrakan Municipality: no. 31 Transmariska Street, Tutrakan Town, Silistra District, Bulgaria, fiscal registration number: BG000565626, represented by Mr. Dimitar STEFANOV, Mayor (Lead Beneficiary),

Directorate General Fire Safety and Civil Protection – Ministry of the Interior: no. 171 A Pirotska Street, Sofia Town, Sofia District, Bulgaria, fiscal registration number: BG129010164, represented by Mr. Nikolay NIKOLOV, Director,

And

General Inspectorate for Emergency Situations - Ministry of Internal Affairs: no. 46 Banu Dumitrache Street, Bucharest, Romania, fiscal registration number: 4203997, represented by Major-general Dan-Paul IAMANDI, General Inspector,

for the implementation of WP T4.1, Output O.T4.1 from the project “Joint Volunteering for a Safer Life”, project code ROBG-332, approved by the Monitoring Committee of the “Interreg V-A Romania-Bulgaria Programme” - on 22.03.2018.

§ 1 Object

- 1) The object of this agreement is the organisation of a partnership in order to setup the construction and use of the specialised training centre for volunteers in Belitsa, Bulgaria under the project “Joint Volunteering for a Safer Life”, project code ROBG-332, selected under the Interreg V-A Romania-Bulgaria Programme.
- 2) Through the present agreement, the parties establish their right and duties, the way of achieving their tasks and the relations between partners, which shall apply in order to achieve the goals of the above-mentioned project.
- 3) The terms and conditions herein are acknowledged and accepted by all parties.

§ 2 Duration of the agreement

- 1) The agreement enters into force on the signature date the last party signs. The last party signing has the obligation to note the date.

- 2) The beginning date of the implementation of the project starts the day after the subsidy contract becomes effective.
- 3) The agreement is valid until the implementation of the activity has been performed and the result has been reported. The training activity is envisioned to begin at the end of September 2021 and continue until the end of April 2022. The LP ensures that the training center shall be ready and operational before that time. The partners shall continue to collaborate with each other after the activity has been completed as per the clauses of the main partnership agreement for the implementation of the above mentioned project.

§ 3 Rights and duties of the parties

Tutrakan Municipality, as a responsible partner for the overall implementation of the reconstruction activities

- 1) Tutrakan Municipality assumes responsibility for ensuring implementation of the reconstruction activities.
- 2) Tutrakan Municipality ensures the continuous maintenance of the center after the end of the project implementation period.
- 3) Tutrakan Municipality ensures that the final result – the reconstructed building, the furnishings and the consumables for the center – are in full compliance with the main partnership agreement, the approved AF and the subsidy contract;
- 4) Tutrakan Municipality shall be responsible before the JS and the MA for the program, for the implementation of the obligations assumed in the present agreement, for the implementation of the project activity and for achieving the goal stipulated in the application form for the work package.
- 5) The LP guarantees that it's team and the partners, responsible provision of the required know-how, trainers, training curriculum and materials for the training shall act in good faith and shall exercise the required due diligence and professionalism.
- 6) 5) The LP notifies all the partners, the JS and the MA regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the project activity.

Partners (including the LP where applicable)

- 1) Implements the part of the project activity for which it is responsible, in due time, according to the descriptions of the (individual components) Application Form approved by the Monitoring Committee and other documents agreed between the MA and the LP.
- 2) The LP shall ensure that the training facility is ready and operational by the time the training activities start and shall ensure the uninterrupted access to the center for the entire duration of the training program – starting at the end of September 2021 until the end of April 2022.
- 3) DGFSCP and IGSU will provide experts with relevant practical and academic experience and knowledge of the applicable regulations, training curricula and practical activities, according to the prepared training program under the implementation of the project. This would ensure that the proper set of theoretical and practical skills will be acquired by local volunteer formations to collaborate efficiently with neighbouring communities in the event of natural or manmade disasters. The partners acknowledge that the activity is envisioned as a pilot initiative which shall set the start of a continuous capacity building process in

organized trainings of volunteer units from the cross-border area.

- 4) The partners notify the LP regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the project in maximum 3 days from the event causing the impossibility. At the moment of the signing of the present agreement, the training schedule envisions 6 one-week training sessions to be carried out for a three-month period. The schedule of the training sessions shall be presented to the LP after its approval by the JS and the MA.
- 5) Do the utmost to obtain necessary approvals (if any) and shall act in good faith and shall exercise the required due diligence and professionalism.
- 6) Observe the national and European legislation in general and especially on public procurement, state aid, equal opportunities, sustainable development, environmental protection.
- 7) The partners have the obligation to respond to any request of the LP in the deadline stipulated in the respective requests.
- 8) The partners must implement the measures included in the training, at the stipulated deadlines, set by the respective authorized partner/authority, according to the received recommendations if any.
- 9) The partners understand and agree that the LP is the responsible partner for the implementation of the reconstruction activities, but DGFSCP and IGSU are solely responsible for the training exercises themselves. The partners shall report the progress of the activity to the LP as stated in the project implementation manuals.

§ 4 Disputes between partners

- 1) Should any dispute arise between partners of the project, the LP for the project needs to be informed in order to act as a mediator between the parties in the dispute.
- 2) Should the partners fail to reach an agreement or refuse to recognise the decision of the LP for the project, the MA/JS shall be asked for assistance in the matter.
- 3) Each partner shall be obliged to accept and apply the decisions MA/JS if they have been involved in the dispute.

§ 5 Force majeure

- 1) Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of this Partnership Agreement and which prevents the execution of all or part of this agreement. Force majeure, established under the law, exonerates the parties in case of failure to execute totally or partially the obligations under this Agreement, as long as the force majeure is in force, and only if the other party has been duly notified. It is not considered force majeure an event similar to those above which, without creating an impossibility of execution, makes extremely expensive the fulfillment of the obligations of one of the parties. The party invoking force majeure shall notify the other party regarding the force majeure event, within five (5) calendar days from the date of issue of the force majeure. The party invoking force majeure is required to send to the other party, the document stating the existence of force majeure, within 15 (fifteen) calendar days from the date of its communication by the competent entity. The party invoking force majeure has the obligation to communicate the date of termination of the force majeure, within five (5) calendar days of the termination.
- 3) The parties shall take all measures at their disposal to limit the consequences of Force Majeure.

§ 6 Working language

- 1) The working language shall be English (according to the decision of the partners).
- 2) Any official internal document of the project shall be made available in the language of the subsidy contract.

§ 7 Amendment of the agreement

- 1) Any modification to the present agreement is made only with the agreement of all parties and takes the form of an addendum to the present agreement.

§ 8 Termination of the agreement

- 1) In exceptional and duly justified cases, including “force majeure”, the agreement is terminated, by decision of the work group for the project activity, at the proposal of a partner, without any other delay or formality if:
 - a. a partner has failed to submit in the deadlines the necessary information or documents, in the deadline and has not duly justified these delays; or
 - b. a partner has failed to fulfill any other conditions or requirements stipulated in this agreement.

§ 9 Correspondence

- 1) Contact persons for the implementation of the activity:

Tutrakan Municipality

- **name** Valentina Hristova
- telephone: +359 866 60 621, +359 879 835 809
- e-mail: tutrakan@b-trust.org, humanitar@abv.bg
- postal address: no.31 Trnasmariska str., 7600 Tutrakan, Bulgaria

Directorate General Fire Safety and Civil Protection – Ministry of the Interior:

- **name:** Yulian Gruncharov
- telephone: +359296010217
- e-mail: zupp@mvr.bg
- postal address: no. 171A Pirotska Str., Sofia, Bulgaria

General Inspectorate for Emergency Situations - Ministry of Internal Affairs:

- name: project coordinator Marian-George PIERȘINARU;
- telephone: +40769554519; +40212086150;
- e-mail: george.piersinaru@igsu.ro; proiecte_igsu@mai.gov.ro;
- postal address: No. 46 Banu Dumitrache Street, 2nd District, Bucharest – Romania.

- 2) The entire correspondence regarding the present agreement shall be done in written form, by mentioning the title of the project or the project code and shall have a registration number (entry and exit) if applicable under the internal rules of the partners.

§ 10 Applicable law

- 1) The parties undertake to comply in good faith with all and every provision hereof according

to the binding value of the agreement entered into by the parties.

- 2) The agreement is governed by the law of the country of the Lead Beneficiary for the project.
- 3) The present agreement forces the parties to observe in all and with good faith every provision, according to the principle of the binding legal force of the agreement between parties.
- 4) If any provision in this agreement proves to be wholly or partially ineffective, the parties to this agreement undertake to replace it by an effective one which comes as close as possible to the purpose of the ineffective provision

§ 11 Signatures

- 1) Due to the requirements of the COVID-19 containment measures, the present agreement is concluded 1 electronic copy, countersigned by every partner with a valid electronic signature.

Tutrakan Municipality

Directorate General Fire Safety and Civil Protection – Ministry of the Interior

General Inspectorate for Emergency Situations - Ministry of Internal Affairs