

Partnership and cooperation Agreement between Directorate General Fire Safety and Civil Protection – Ministry of the Interior (BG) and General Inspectorate for Emergency Situations - Ministry of Internal Affairs (RO)

For joint activities for

Development of a joint training program for volunteer emergency response units under the project “Joint Volunteering for a Safer Life”, Project code ROBG-332, financed under the Interreg V-A Romania-Bulgaria Programme

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:

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 A.T3.2 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 Development of a joint training program for volunteer emergency response units 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 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

Directorate General Fire Safety and Civil Protection – Ministry of the Interior, as a responsible partner for the implementation of the activity

- 1) DGFSCP assumes responsibility for ensuring implementation of activity.
- 2) DGFSCP ensures the coordination, management and general implementation the joint activities for the development of the training program.
- 3) DGFSCP ensures that the final program corresponds to the activities agreed between all the partners, and is in accordance with the provisions of the subsidy contract and the application form;
- 4) DGFSCP shall be responsible in front of the Lead partner for the project (Municipality of Tutrakan) 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) DGFSCP guarantees that itself and all its partners that shall participate in the development of the program, will do so with the necessary approvals (if any) and shall act in good faith and shall exercise the required due diligence and professionalism.
- 6) DGFSCP ensures that the activity shall be implemented in a timely manner and within agreed upon schedule.
- 7) DGFSCP must request any information and additional documents from the partners, necessary for drafting the program.
- 8) DGFSCP notifies all partners (LP included) regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the project activity.
- 9) DGFSCP coordinates the setting up of a work group for the development of the program and manages the joint activities.

Partners (including the DGFSCP 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 LB.
- 2) DGFSCP will provide experts with relevant practical and academic experience and knowledge of the applicable Bulgarian regulations and IGSU will provide experts with relevant practical experience and knowledge of the applicable Romanian regulations.
- 3) The Partner has the responsibility of implementing the project activity according to the provisions of the present agreement of the national and European legislation in force and of the Programme Implementation Manual, available on the Programme's website, www.interregrobg.eu.
- 4) Notifies DGFSCP 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.

- 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) Supports the DGFSCP in drawing up the training program by providing the required data on time; sends all necessary data to the DGFSCP in order for the latter to prepare the training program on time.
- 8) The partners have the obligation to respond to any request of the DGFSCP in the deadline stipulated in the respective requests.
- 9) The partners must implement the measures included in the training, at the stipulated deadlines, set by the DGFSCP/Lead Beneficiary/MA/JS, according to the received recommendations if any.
- 10) The partners understand and agree that the DGFSCP is the responsible partner for the implementation of the activity, therefore DGFSCP may act in the name and on behalf of partners when reporting the results.

§ 4 Work group for the activity

- 1) The parties shall set up a work group for the implementation of the activity, made up of representatives of all partners and external experts with the required specialisation (if needed), which shall ensure the proper implementation of the project and perform any other tasks if required for the development of the training program.
- 2) DGFSCP is responsible for formalising the work group in the beginning of the implementation of the joint activity.

§ 5 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.

§ 6 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.

§ 7 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.

§ 8 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.

§ 9 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.

§ 10 Correspondence

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

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

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

General Inspectorate for Emergency Situations - Ministry of Internal Affairs:

- Project coordinator: Marian-George PIERȘINARU
- telephone: +40769554519
- e-mail: George.piersinaru@igsu.ro; proiecte_igsu@mai.gov.ro
- postal address: no. 46 Banu Dumitrache Street, 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.

§ 11 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 bindery 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

§ 12 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.

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

General Inspectorate for Emergency Situations - Ministry of Internal Affairs