

Partnership and cooperation Agreement between the lead beneficiary and partners

For joint activities for

**Performance of trainings of volunteers in the training centre in the village of Belitsa,
Municipality of Tutrakan**

**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:

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,

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

And

National Association of Volunteers in the Republic of Bulgaria: no. 30 Nikola Gabrovski Street, Sofia Town, Sofia District, Bulgaria, fiscal registration number: 176802908, represented by Yassen Tsvetkov, Chairman,

for the Conduct of theoretical and practical trainings in Bulgaria and Romania, under 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 Conduct theoretical and practical trainings in Bulgaria and Romania 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. The activity is envisioned to begin at the end of September 2021 and continue until the end of April 2022.

§ 3 Rights and duties of the parties

NAVRB and IGSU, as responsible partners for preliminary activity of enrolling the volunteers

- 1) NAVRB and IGSU shall be responsible for organising and attending meetings with local volunteer formations and administrations to enrol 144 Bulgarian and 72 Romanian volunteers for the trainings.
- 2) NAVRB and IGSU shall act in full accord and coordination to ensure the activity has been performed timely and efficiently, observing the COVID-19 containment and protection measures if applicable.
- 3) NAVRB and IGSU ensure the activity is performed in accordance with the provisions of the subsidy contract and the application form, the required number of volunteers has been reached and the GDPR rules when handling their personal data has been observed;
- 4) NAVRB and IGSU 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) NAVRB and IGSU ensure that the activity shall be implemented in a timely manner and within agreed upon schedule.
- 6) The partner 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.

IGSU and DGFSCP, as responsible for the providing qualified trainers, interpreters and specialized equipment for the envisaged theoretical and practical activities.

- 1) IGSU and DGFSCP shall be responsible for the providing qualified trainers, interpreters and specialized equipment for the envisaged theoretical and practical activities.
- 2) IGSU and DGFSCP shall provide training experts according the stipulations of the partnership agreement between the partners regarding the exchange experience, knowledge and trainers during the training sessions.
- 3) IGSU ensures that the provided training equipment has been procured in accordance with the provisions of the subsidy contract and the application form, as well as meets the requirements for safety and the standards for such and equipment and consumables if any;
- 4) IGSU and 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) IGSU and DGFSCP ensure that the activity shall be implemented in a timely manner and within agreed upon schedule.
- 6) The partners shall notify 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.

NAVRB and IGSU, as a partners, responsible for the organization of the training sessions in Bulgaria and Romania, respectively,

- 1) NAVRB shall provide the catering, housekeeping, training materials and consumables, fuel for a specialized FF vehicle for the trainings in Bulgaria.
- 2) NAVRB shall be responsible for organizing the Bulgarian volunteers, recruited in the first activity under the present agreement, covering their travel and medical insurance costs for all trainings.
- 3) IGSU shall be responsible for carrying out the trainings in Romania, covering the catering, accommodation, training materials and consumables.
- 4) IGSU shall be responsible for organizing the Romanian volunteers, recruited in the first activity under the present agreement, covering their travel and medical insurance costs for all trainings.
- 5) NAVRB and IGSU shall act in full accord and coordination to ensure the activity has been performed timely and efficiently, observing the COVID-19 containment and protection measures if applicable.
- 6) NAVRB and IGSU ensure the activity is performed in accordance with the provisions of the subsidy contract and the application form;
- 7) NAVRB and IGSU 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 – 6 one-week training sessions to be performed in Belitsa, Bulgaria for a three-month period and 2 one-week training sessions to be performed in Constanta, Romania for a two month period.
- 8) NAVRB and IGSU guarantee under the implementation of the project, measures have been taken for the coverage of the majority of the operational costs for the trainings in Bulgaria and Romania, respectively (catering, housekeeping, training materials and consumables, transport costs, medical insurance etc.).
- 9) NAVRB and IGSU ensure that the activity shall be implemented in a timely manner and within agreed upon schedule:
 - A) Trainings in Belitsa, Bulgaria:
 - Session 1 - 27.09. - 01.10.2021
 - Session 2 - 11.10. - 15.10.2021
 - Session 3 - 25.10. - 29.10.2021
 - Session 4 - 08.11. - 12.11.2021
 - Session 5 - 22.11.- 26.11.2021

- Session 6 - 06.12.- 10.12.2021

B) Trainings in Constanta, Romania:

- Session 1 - Second half of March 2022
- Session 2 - April 2022

- 10) The partners notify 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.

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) LP shall provide a fully furnished training center for the implementation of the activity under the stipulations of the specific partnership agreement, signed between the Municipality, IGSU and DGFSCP.
- 3) The Partners have 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.interregobg.eu.
- 4) All partners shall 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.
- 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 LP in reporting the activity.
- 8) The partners have the obligation to respond to any request of the LP in the deadline stipulated in the respective requests.
- 9) The partners must implement the measures included in the training program, the training plan and any applicable local legislation, at the stipulated deadlines, set by the responsible partner/competent authority according to the received recommendations if any.

§ 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.

National Association of Volunteers in the Republic of Bulgaria

- **name** Yassen Tsvetkov
- telephone: +359883380883
- e-mail: tsvetkov@navrb.bg
- postal address: no. 30 Nikola Gabrovski Street, Sofia Town, Sofia District, Bulgaria

- 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

National Association of Volunteers in the Republic of Bulgaria