

PARTNERSHIP AGREEMENT

EXCHANGE EXPERIENCE AND GOOD PRACTICES IN THE IMPLEMENTATION OF STATE POLICY ON DISASTERS AND ACCIDENTS AND EXCHANGE THE BEST EXPERIENCE IN PREVENTION THROUGH RAISING THE AWARENESS OF THE POPULATION, ENHANCING THE OPPORTUNITIES FOR COOPERATION AND INTERACTION IN THE FIELD OF EMERGENCY SITUATIONS, MONITORING AND EARLY WARNING IN ORDER TO DIMINISH THE DISASTER EFFECTS, IMPLEMENTATION OF THE JOINT ACTION PLAN

This Partnership Agreement is made by and between:

Calarasi County Council: Calarasi, No.1, 1 Decembrie 1918 Street, Postal Code: 910019, fiscal registration number 4294030, represented by Mr. Vasile Iliuță,

Polski Trambesh Municipality: 5180 Polski Trambesh, 4 Chernomore str. fiscal registration number BG000133933, represented by Mr. Georgy Chakarov,

hereinafter referred to as *PARTIES*

for the implementation of the project “Efficient management in emergency situations in the cross-border region Calarasi-Veliko Tarnovo”, project code ROBG-481, approved by the Monitoring Committee of the “Interreg V-A Romania-Bulgaria Programme” - on 22.03.2018, in order to ensure an optimal framework for active and timely cooperation, the Parties agree to collaborate on the basis of active partnership, as follows:

TERM and CONDITIONS

Art. 1 Purpose

The purpose of this Partnership is:

- cross-border inter-institutional cooperation in identifying and implementing optimal solutions to accelerate the processes specific to the field of protection, recovery, and mitigation in case of emergencies, taking into account ecological reconstruction, sustainable development, and adaptation to climate change and integrating efforts in the field of crisis response management;
- continuous improvement through the dissemination and application of good practices;
- establishing an unitary set of rules and measures to ensure joint monitoring and early warning in order to diminish the disaster effects;
- effective learning from experience, ensuring the population's awareness to improve emergency management performance.

Art. 2 General objective

The general objective of this Partnership is to exchange experience and good practices in implementing state policy on disasters and accidents, exchange the best experience in prevention through raising the population's awareness, and coordination in the field of rapid disaster mitigation action.

Art. 3 Specific objectives

The specific objectives of this Partnership are as follow:

- identification of good practices in the field of early warning the population about the behavior in case of emergency situations;
- exchange of best practices and exchange of expertise in the field of how to inform the population about the appropriate behavior in case of emergency situations;
- exchanging experience of the best European fire safety practices;
- implementation of the Joint Action Plan for the actions and measures necessary to jointly manage the types of risks manifested, generating or potentially generating emergency situations, developed under project ROBG -137.

Art. 4 Obligations of the parties:

- provides the resources (human and material) needed to implement measures to identify and develop learned lessons;
- identifying situations that can be classified as learned lessons;
- observation and collection of data and information;
- analysis of obtained data and information;
- identifying the objectives to be achieved through the learned lessons;
- sharing/disseminating observations and/or information obtained as a result of activities carried out in the field of interest to the specialized structures/with attributions in creating standards/ learned lessons;
- identification of lessons relevant to the field of raising awareness of the population;
- implementation and monitoring of learned lessons, formulation of a decision on their viability in the field of practical application;
- validation of lessons learned as a way to improve;
- dissemination of information related to population notification missions in the area of competence where there are no specialized means of announcement /alert or they are not in operation;
- participates in creating a common basis for lessons learned in the field of emergency risk that will enable decision-makers to understand and set priorities capably and effectively.
- collaborates with other national and territorial institutions with responsibilities in the field of emergency situations.

Art. 5 Completion terms

The Parties will understand the joint activities according to the following algorithm:

- every six months, or when identifying and accomplishing a learned lesson, the parties shall inform each other through written addresses on their experiences and learned lessons developed in the field of partnership and/or other fields of activity related to emergency management response;
- The Parties shall update their database annually and make exchanges in the concerned field.

Art. 6 Settlement of disputes

Disputes arising in connection with the conclusion, execution, modification and cessation or other claims arising from this Partnership will be subject to a prior amicable settlement procedure.

If, within 30 days of the commencement of these informal proceedings, the parties fail to settle amicably a dispute concerning the fulfillment of the Partnership, each may apply to the competent courts.

Art. 7 Cessation of the Partnership

The following are grounds for cessation of this Partnership:

- the agreement of the parties for the cessation of the Partnership;
- the purpose of the Partnership has been achieved;
- force majeure, if invoked.

Cessation of this Partnership will be in the form of a written notice at least 30 days in advance.

Art. 8 Duration of the partnership

1. This Partnership shall enter into force on the date of signature by both Parties and shall end 60 months after the date of completion of the ROBG-137 project.

(2) The period of validity of the Partnership will be extended, by law, annually, without other formalities, if the parties will not express their will to the contrary, in writing, at least 30 days before the expiration of the validity of the Partnership.

(3) The parties may request the termination of the Partnership, at any time, after the expiration of the initial term of validity, with a 30 days written notice.

Art. 9 Final terms

(1) This Partnership Agreement has the character of a collaboration/cooperation document and covers the entire activity of achieving the agreed common objectives.

(2) This Partnership may be amended or supplemented, by an additional act, with the written agreement of the Parties, whenever they agree on the proposed amendments. The Party which has the initiative to amend this Partnership shall submit to the other Parties, as well as BRCT Calarasi, for analysis, in writing, the respective proposals.

This Collaboration Partnership was signed today, 31.08.2022 at city of Polski Trambesh, in 2 (two) originals, one for each party, all having the same legal value.

<p>CALARASI COUNTY COUNCIL</p> <p>PRESIDENT</p> <p>Vasile ILIUTA</p> 	<p>POLSKI TRAMBESH MUNICIPALITY</p> <p>MAYOR</p> <p>Georgy CHAKAROV</p> 
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