



PARTNERSHIP AGREEMENT FOR TRANSNATIONAL COOPERATION PROJECT

„NEW OPPORTUNITIES FOR ORGANIC FARMING - LOCAL AGRICULTURAL PRODUCTS WITH ADDED VALUE”

Article 1. Transnational co-operation project purpose

1. Agreement parties and subject

“**Local Action Group ZAVET-KUBRAT**” Non-profit Association, having its registered office at the address: 19, Ludogorie Str., town of Zavet, Zavet Municipality, Razgrad Region, Bulgaria, telephone +359 878909343, e-mail: mig_zavet.kubrat@abv.bg, Unified ID Code 176021311, represented by **Halime Mehmedova Dobrudzhan – Chairperson of the Board of Directors**, hereinafter referred to as “LAG ZAVET-KUBRAT” (MIG ZAVET-KUBRAT) or PARTNER 1

and

NATIBLEI Local Action Group, having its registered office at the address: Palazzolo Acreide Piazza del popolo 1 and operating office: via Principessa Jolanda, 51.b - 96010 Canicattini Bagni (SR), Italy, phone: +39 0931.541139, cell +39.3351011700, e-mail: gal.natiblei@gmail.com, code 01704320892, represented by **Vincenzo Parlato – President**, hereinafter referred to as LAG NATIBLEI or PARTNER 2

and

TERRAS DE COMPOSTELA ASSOCIATION Local Action Group, having its registered office at the address: Lugar Cibrán 4 – San Xian de Sales, 15885 Vedra (A Coruna), Spain , telephone +34 981818357, e-mail: info@terrasdecompostela.org, code G-70.181.557, represented by **Carlos**

Martinez Carillo – Association President, hereinafter referred to as LAG TERRAS DE COMPOSTELA or PARTNER 3

accept that:

- The programs for development of rural regions in accordance with article 44, paragraph (1), letter “a” of Regulation (EU) № 1305 of the European Parliament and of the Council of 17 December 2013 on support for rural development by the European Agricultural Fund for Rural Development (EAFRD) and repealing Council Regulation (EC) No 1698/2005 support the co-operation actions between different territories within LEADER/ Community-led local development (CLLD);
- The co-operation is a way of broadening the local outlooks and extending the transfer of new knowledge in the region, aiming an improvement of the local development strategies
- The co-operation may improve the innovative nature of the local development actions;
- The transnational co-operation provides an additional added-value from Europe to the local development

concluded this **Partnership Agreement**,

by which, **they express their common consent and engagements as partners for the fulfillment of transnational co-operation project “New opportunities for organic farming - local agricultural products with added-value”**, co-financed by the European Agricultural Fund for Rural Development in accordance with article 44, paragraph (1), letter “a” of Regulation (EU) № 1305 of the European Parliament and of the Council of 17 December 2013 on support for rural development by the European Agricultural Fund for Rural Development (EAFRD) and repealing Council Regulation (EC) No 1698/2005.

2. Project purposes

The purposes of the project **“New opportunities for organic farming - local agricultural products with added-value”** are as follows:

- To systemize and to present in an accessible language a rich and actual information related to the bio-agriculture development possibilities;

- To systemize and to popularize good European practices in bio-agricultural activities development;
- Too seek solution of the problems related to the organic agricultural products marketing.
- To build a capacity of biological agriculture development, improving the knowledge and the aptitudes of the biological producers for management of their farms.
- Define the "Regional Safe Quality" certification model to give consistent added value to the potential and currently underestimated "basket of safe local food products", including the European organic product, especially if implemented through cooperation projects.

3. Means to achieve the purposes

The purposes formulated in point 2 will be achieved by fulfilling the activities described in details in the Partnership Agreement Annex (Project description), including those which are innovative for the territory of the partnering Local Action Groups contributing for:

- A durable development of the local communities and supporting the purposes achievement of the Community-led local development (CLLD) strategies;
- Support for a promotion of the bio products, brands specific for the local territories and communities and their related activities;

Article 2. Working languages

1. Communication, including the official correspondences between the partners shall be fulfilled in English language.
2. When in the course of communication, including the official correspondences between the partners, a document is used in foreign language different from English, this shall be translated and attached in English language.

Article 3. General clauses related to the coming into force, duration, termination and location of the project execution

1. This agreement comes into force from the date of the project approval and the notification for this by the body managers or other national/local bodies responsible for the approval of the transnational co-operation project for the territories where the co-operation partners work:

2. The duration (the time frame) of this agreement is from the date when the project partners provide their project suggestions related to the transnational co-operation project to the respective national/regional bodies and ends when the last request of payment related to the transnational cooperation project have been approved by the respective national/regional body;
3. In order to activate the exchange of experiences on the common theme and guarantee the sustainability and the multiplication of the project results, the partners have activated this experience of knowledge with funds of the measure 19.3 of Bulgaria - Preparations for cooperation - and will continue their collaboration in based on financed transnational financed subsequently and in conformity with the present Agreement and its annex, attached to the present. To guarantee the durability and multiply the results of the project, the partners shall continue their co-operation after the project termination on the basis of annex to this agreement concluded between the parties.
4. The project activities shall be fulfilled on the territories comprised in the region of activity of the respective local Action groups-partners of the transnational co-operation project in accordance with the list of activities indicated in the annex to this agreement.

Article 4. Obligations, responsibilities

1. The co-operation partners confirm and approve the information contained in the annex with the project schedule and activities and the budget estimate.
2. The persons who have signed this agreement confirm that the Local Action Groups (Local Action Groups) which they represent – project partners respond to the accessibility requirements according to the Application Conditions, approved by the respective managing or other national/local bodies.
3. The project partners express their common consent to determine Partner 1 “Local Action Group Zavet-Kubrat” Non-profit Association to be a Leading partner.
4. Leading partner obLAGations and responsibilities

The Leading partner LAG “ZAVET-KUBRAT” is responsible for:

- a) the management and co-ordination at the project development;
- b) the management and co-ordination of the project activities execution in accordance with the responsibilities determined to each partner and with the execution schedule;
- c) the project surveillance and progress;

- d) a provision of information related to the project execution to the partners;
 - e) communication activities and meetings of the partners and encouragement of the communication with the national managing bodies.
5. Partners obLAGations and responsibilities:
- a) use of the commonly accepted list of project activities and purposes in the projects statements for of the respective Local Action Group /LAG/ - partner before the managing body on their territory;
 - b) to guarantee the financing of their part of the common expenses of the project and the respective joint and local actions;
 - c) participation in the sessions of the Joint Committee for the project management;
 - d) reporting before the project partners and before the leading partner;
 - e) fulfilling of regular communication with the project partners and with the leading partner;
 - f) informing the public and other interested parties regarding the project and its results;
 - g) fulfilling of monitoring of the project execution;
 - h) immediate providing of a relevant document necessary for the project approval and execution;
 - i) other obLAGations and responsibilities resulting on the basis of a mutual consent achieved by the participants in the Joint Committee for project management;
6. Each partner shall fulfill its tasks with complete financial, managing and operative independence. Besides, each partner shall be responsible for its communication with the National Managing Body.
7. The partners are not responsible for a complete or partial non-execution of the obLAGations if it occurred as a direct consequence of the effect of a force majeure or extreme circumstances. In this case, the occurrence of a force majeure circumstance must be immediately announced by the respective partner to the other party. If there is an obLAGation to notify a competent national body, it shall be made within the deadlines indicated by the body.
- A force majeure and extreme circumstances is a notion in the sense of article 2, paragraph 2 or Regulation 1306/2013 of the European Parliament and the Council dated on 17th December 2013 on the financing, management and monitoring of the common agricultural policy and repealing Council Regulations (EEC) No 352/78, (EC) No 165/94, (EC) No 2799/98, (EC) No 814/2000, (EC) No 1290/2005 and (EC) No 485/2008.
8. Each partner is responsible before the other for caused prejudices and expenses related to a non-execution of obLAGations of this agreement and of the administrative grant agreement

and it is obLAGed to indemnify it, up to the amount of the caused prejudices and the made expenses.

9. The liability before third persons for caused prejudices and expenses for the non-execution of obLAGations of this agreement and for contracts/agreements/ concluded with these persons as well, related to the execution of the project, is of the respective partner that have caused the prejudice.
10. All partners are obligated to observe the respective National Grant Agreements and the conditions for the transnational co-operation projects execution, approved by the respective managing or other national/local bodies.

Article 5. Partnership changes

1. Partnership changes expressed in the partnership enlargement (new partner joining) or a partnership reduction (leaving of one of the partners) are possible through a written modification of the agreement, approved and signed by all the partners of the co-operation project.
2. In the cases of point 1, the budget shall be modified according to a new allocation of the activities within the admissible and approved amounts for financial aid.
3. Each of the partners is obLAGed to notify the respective national competent bodies about the change.
4. Partnership changes are possible in the cases where they are described, if no limitations exist, imposed by the respective managing or other national/local bodies. In these cases, it is proceeded according to the imposed limitations.

Article 6. Project management

1. A joint Project Management Committee is created for the project management, including two representatives of the managing bodies of the partnering Local Action Groups and the heads/coordinators of the projects of the respective Local Action Groups.
2. The joint Project Management Committee aims to guarantee the project effectiveness and the efficacy, by taking key decisions, the creation of common communication and coordination system, the support of the partners in the activities, for the achievement of the project purposes described in article 1 and the project monitoring and for all other questions related to the project execution.

3. The joint Project Management Committee is presided by the leading partner.
4. The leading partner is responsible for the creation of a Project Management Committee Secretariat.
5. For the period of the project execution, 3 sessions shall be held at least, on the basis of a written invitation addressed by the leading partner. The operating expenses of the Management Committee are all covered by the Bulgarian public funding, managed by the main partner. Foreign partners participate with the contribution of their own part-time human resources for the purposes of the project.

Article 7. Dispute resolution, applicable legislation

1. The first and preferable method for resolving a dispute is by an amicable agreement between the partnering local Action groups;
2. If the parties cannot achieve an amicable agreement, all disputes between them, resulting from the interpretation and the application of the agreement which cannot be resolved amicably, shall be referred to the competent national court of the residence of the partner initiating the court claim.

Article 8. Agreement modification

1. An agreement modification is admitted only by a written modification, coordinated with and signed by all co-ordination project partners;
2. All agreement modifications must be immediately announced by the partners to the partner of the respective managing or other national/local bodies.

This agreement is made in 3 copies – one for each of the partnering local Action groups, parties of the agreement.

This agreement is finalized in the town of Zavet, Zavet Municipality, Republic of Bulgaria

Dated on 16.08.2019.....

SIGNED BY:

1. “Local Action Group Zavet-Kubrat” Non-profit Association

Code of the LAG in the Local Action Groups list (<http://EC.europa.eu/SFC/EN/2014/support-MS/tnc>) – BG- 10

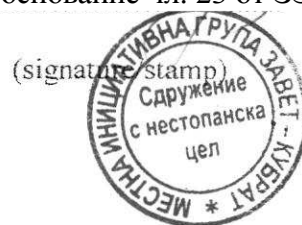
Registration code: Unified ID Code 176021311

Name of the representative (project contact): Galya Draganova

Spoken/understandable language: Bulgarian/English

Name of the official representative: **Halime Mehmedova Dobrudzhan**

Заличена информация, на
основание чл. 23 от ЗЗЛД



Position: **Chairperson of the Board of Directors**

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2. NATIBLEI Local Action Group

Code of the LAG in the Local Action Groups list (<http://EC.europa.eu/SFC/EN/2014/support-MS/tnc>) – IT- 114

Registration code: 01704320892

Name of the representative Director and project contact: Sebastiano Di Mauro

Spoken/understandable language: Italian/English

Name of the official representative: **Vincenzo Parlato**

Заличена информация, на
основание чл. 23 от ЗЗЛД

(signature/stamp)



Position: **President**

Place (address, including country): 51. Principessa Jolanda Str., 96010 Canicattini Bagni (SR), Italy

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E-mail: gal.natiblei@gmail.com

3. TERRAS DE COMPOSTELA ASSOCIATION Local Action Group

Code of the LAG in the Local Action Groups list (<http://EC.europa.eu/SFC/EN/2014/support-MS/tnc>) – ES- 242

Registration code: G-70.181.557

Name of the representative (project contact): Isabel Covela Nogueira

Spoken/understandable language: Spanish/English

Name of the official representative: **Carlos Martínez Corillo** .
Заличена информация, на
основание чл. 23 от ЗЗЛД .

(signature/stamp)

Position: **Association President**

Place (address, including country): Lugar Cibran 4 – San Xian De Sales, 15885 Vedra (A Coruna), Spain

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I, Antoniya Zdravkova Dushkova, do hereby certify that this is a full, true and correct translation from Bulgarian into English language of the attached document – Partnership Agreement for Transnational Cooperation Project. The translation consists of eight /8/ pages.

Translated by: Antoniya Zdravkova Dushkova