

## COOPERATION AGREEMENT

between

**Agency for Restructuring and Modernisation of Agriculture, ARMA**  
(Agencja Restrukturyzacji i Modernizacji Rolnictwa, ARiMR)  
**of the Republic of Poland**

and

**Rural Investments Financing Agency, RIFA**  
(Agenția pentru Finanțarea Investițiilor Rurale, AFIR)  
**of the Republic of Romania**

hereinafter referred to as “Parties”,

*In order* to promote further development of good relationships and to strengthen and expand cooperation in the areas of mutual interest concerning EU agricultural and rural development policies and instruments,

*Being aware* of the vital goal of both the **Republic of Poland** and the **Republic of Romania** to implement European Union’s agricultural and rural development policies and instruments more effectively,

The Parties *have agreed as follows*:

## **Article 1**

The Parties determine, for their mutual benefit, to strengthen the exchange of experiences, knowledge and expertise, within the binding EU legislative framework and the relevant legal framework of each of the Parties, and to further promote mutual cooperation in the areas of common interest, in particular the Common Agricultural Policy under the current and future financial perspectives, with special emphasis on the following areas:

- monitoring, reporting and risk management,
- Rural Development Programme 2021-2027,
- Strategic Plans 2021-2027,
- innovation and digitalisation.

## **Article 2**

The Parties shall also closely cooperate and assist each other in the process of development of structures and improvement in operation in the area of agriculture and rural development with the goal of better preparedness of their systems, the institutional structures, as well as the knowledge and skills of employees for the use and implementation of EU agricultural and rural policies and instruments.

## **Article 3**

The Parties shall cooperate in the areas indicated in Articles 1 and 2, through joint organisation of meetings, conferences, round tables, seminars, training sessions, consultations and other common initiatives, with the participation of experts and employees from the Parties, taking into consideration the availability of resources in the Parties.

## **Article 4**

1. The Parties shall take the necessary steps in order to ensure the required financial means from their own (national) budget and to obtain financial support from international sources for the development of cooperation under this Agreement.

2. In all mutual / joint activities and in the activities concerning the exchange of knowledge, experience and expertise, each Party shall cover the expenses (transportation costs, daily allowance and accommodation costs) for its own staff concerned.

## **Article 5**

The results of cooperation can be transmitted or disseminated to a third party only on the basis of an agreement / consent of the Parties and in accordance with the provisions of the existing legislation.

## **Article 6**

1. This Agreement is concluded without prejudice to any other existing or future agreement and/or arrangement concluded between the Parties or by any of the Parties with other institution(s) of either country.

2. This Agreement shall not affect or influence the rights and obligations of the Parties resulting from the framework of any other signed international agreement. The Parties shall implement this Agreement in accordance with their national legal and administrative regulations, within their competences and available resources.

3. This Agreement is concluded with a view to enhancing and developing cooperation between the Parties and does not constitute an agreement under international law. No provision of this Agreement shall be interpreted and implemented as creating legal rights or commitments.

### **Article 7**

1. This Agreement replaces that concluded in 2015. It enters into force on the date of its signing and is valid for the programming period of 2021-2027, with possible renewal afterwards.

2. Each Party may propose amendments to this Agreement in written form, which need to be accepted by the other Party. Amendments agreed upon shall enter into force when the other Party informs the initiating Party on their acceptance.

3. Regardless of the period of validity of this Agreement, its provisions shall remain applicable to the cooperation activities in progress at the moment of the Agreement's expiration. Provisions of this Agreement continue to be binding until the completion of activities in progress, unless the Parties decide differently.

4. The working language of communication under this Agreement, including the technical workshops, is English. The Parties agree to sign the Agreement in two original copies, compiled in English, one for each Party. The Parties agree that any translation into their national languages could be provided for convenience only. In case of divergence, the English text shall prevail over the other language texts.

5. Annex No. 1 - "The information clause regarding the processing of personal data constitutes an integral part of this Agreement. The Parties commit to fulfil the provisions of Art. 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119 of 04.05.2016, p. 1 and OJ L 127 of 23.05.2018, p. 2) as regards the obligation to inform the persons whose personal data have been obtained indirectly by the Administrator for the purpose of conclusion of this Agreement."

### **Article 8**

The Parties have hereby designated the following contact representatives for the purpose of implementation of this Agreement:

**ARMA:**

Ms Małgorzata Sztoldman - Director of Analysis and Reporting Department

E-mail: malgorzata.sztoldman@arimr.gov.pl; arma@arimr.gov.pl

Phone: +48 22 318 41 00

Mobile: +48 603 781 686

**RIFA:**

Ms Victoria Oprea - Head of the Coordination and Institutional Relations Unit

E-mail: victoria.oprea@afir.info; relatiiInstitutionale@afir.info

Phone: +40 31 860 26 46

Ms Ecaterina Baros - Expert within the Coordination and Institutional Relations Unit

E-mail: ecaterina.baros@afir.info; relatiiInstitutionale@afir.info.

Phone: +40 31 860 26 44

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| <p>on behalf of<br/><b>Rural Investments Financing Agency<br/>(RIFA)</b></p> <p><b>Mr Mihai-Liviu MORARU<br/>Director General of RIFA</b></p> <p>date:</p> | <p>on behalf of<br/><b>Agency for Restructuring and<br/>Modernisation of Agriculture (ARMA)</b></p> <p><b>Ms Halina SZYMAŃSKA<br/>President of ARMA</b></p> <p>date:</p> |
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**INFORMATION CLAUSE ON THE PROCESSING OF PERSONAL DATA**  
**(applies to natural persons)**

In connection with the provisions of Art. 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 *on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* (General Data Protection Regulation) (OJ L 119 of 04.05.2016, p. 1 and OJ L 127 of 23.05.2018, p. 2) hereinafter referred to as "GDPR Regulation", the Agency for Restructuring and Modernisation of Agriculture (hereinafter referred to as "ARMA") informs that:

1. The administrator of your personal data (hereinafter referred to as "Administrator") obtained in connection with the conclusion of this Agreement is ARMA, with its registered office in Warsaw, Al. Jana Pawła II, 00-175 Warszawa. The Administrator may be contacted via e-mail: [info@arimr.gov.pl](mailto:info@arimr.gov.pl) or by writing to the ARMA Headquarters' correspondence address: ul. Poleczki 33, 02-822 Warszawa.
2. The administrator has appointed a data protection officer who may be contacted in relation to the processing of personal data and the exercise of rights related to data processing via e-mail: [iod@arimr.gov.pl](mailto:iod@arimr.gov.pl) or by writing to the Administrator's correspondence address, indicated under point 1.
3. Personal data obtained by the Administrator will be processed on the basis of Art. 6 (1c) of the GDPR Regulation for the purpose of concluding and implementing this Agreement.
4. The administrator will process the following categories of your data: identification data and contact details.
5. The recipients of your personal data may be:
  - 1) control bodies,
  - 2) persons or entities to whom the Administrator provides public information in accordance with the Act of 6 September 2001 on access to public information (Journal of Laws of 2020, item 2176),
  - 3) entities authorized to process personal data on the basis of the provisions of generally applicable law,
  - 4) entities processing data on behalf of the Administrator under a concluded contract, including IT providers.
6. Your personal data will be kept for the duration of this Agreement, concluded with ARMA. Moreover, the data retention period may be extended to 5 years for archiving purposes.
7. You have the right to access, rectify, delete your personal data and the right to demand that the processing of your personal data be restricted, in cases specified in the GDPR Regulation.
8. If you believe that the processing of your personal data violates the provisions of the GDPR Regulation, you have the right to lodge a complaint with the President of the Personal Data Protection Office.
9. Your data were obtained by the Administrator from the Rural Investments Financing Agency (Agenția pentru Finanțarea Investițiilor Rurale).