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**REPUBLIC OF ALBANIA**  
**Agricultural and Rural Development Agency**

No. \_\_\_\_\_ prot.

Tirana, date \_\_\_\_ .2022

**COOPERATION AGREEMENT**  
**BETWEEN**

Agency for Agricultural and Rural Development (referred to as ARDA), a public legal entity, established by Law no. 9817, dated 22.10.2007, "On Agriculture and Rural Development", with headquarters in Tirana, Street "Muhamet Gjolllesha", no. 56, represented by the General Director Mrs. Eranda Selmanaj

**and**

private legal \_\_\_\_\_, entity with Subject Identification Code \_\_\_\_\_, headquartered in \_\_\_\_\_, represented by the Administrator Mr/Mr \_\_\_\_\_.

According to law No. 9817, dated 22.10.2007, "On Agriculture and Rural Development", VKM no. 719, dated 31.10.2014, "On the Organization and Functioning of the Agency for Agricultural and Rural Development", as amended, Law "On tax procedures in the Republic of Albania", no. 9920, dated 19.05.2008, as amended, as well as the Sectoral Agreement, the above-mentioned parties conclude this cooperation agreement for the purpose of providing and collecting, processing the real prices of the Albanian market, under the Implementation of the IPARD III Program, based on the projects submitted to ARDA.

**ARTICLE 1**  
**IMPORTANCE**

1.1 ARDA, in implementing the IPARD III Programme "On Agriculture and Rural Development", as well as the institutional cooperation between the private and public sectors, considers this cooperation necessary and important, as it helps to implement as correctly, efficiently, fast and transparently as possible the process of obtaining and finalising the real market prices.

**ARTICLE 2**  
**SUBJECT OF AGREEMENT:**

2.1 This cooperation agreement sets out the procedures to be followed and will guide the pricing process according to ARDA requirements, as well as the exchange of information.

2.2 This agreement shall set out the rules and technical actions for the receipt, dispatch and exchange of prices and claims between ARDA and the entity \_\_\_\_\_ with Subject Identification Code \_\_\_\_\_.

### **ARTICLE 3 MODES OF REALIZATION**

By this Cooperation Agreement ARDA undertakes to:

1. To maintain the confidentiality of the data obtained by the subject, based on the Law on Commercial Data.
2. To keep the PRDB Electronic System up to date so that it is accessible to all 24/24 and 7/7.
3. To advertise on its website [www.azhbr.gov.al](http://www.azhbr.gov.al) the name of the entity and the object of activity for which it has provided information so that it is accessible to all and can be used by the interest groups who intend to apply to the IPARD programme and not only.
4. To carry out information/awareness campaigns regarding the functionality and procedures of use of the PRDB electronic system as well as the criteria to be met in order to access this system. In addition, to publish on its website [www.azhbr.gov.al](http://www.azhbr.gov.al) all necessary documents and instructions.
5. To sign this "COOPERATION AGREEMENT" in case the entity has sent all the necessary documents and meets the criteria for cooperation and in the opposite case, to refuse the signature. In any case, let the subject know.
6. To evaluate and record in the PRDB system the information sent by the entities, which meets the established criteria.
7. To give explanations of any questions and ambiguities that are sent by email.
8. To provide technical support to the users of the system through the number/fax: +3554 22 28 318 made available for this purpose.
9. If a suspension is initiated with any of the registered entities, all information provided by the entity will be suspended in the RPDB system.

**The Party undertakes to:**

1. To be registered in the electronic PRDB System.

2. To submit to ARDA the price list/offers of items/assets non-VAT and within the time limit set by ARDA.
3. To submit to ARDA the price list/offers for items/assets only for investments whose scope of activity is provided in the "Firm Register".
4. The price list must have a validity period of not less than 1 (one) year.
5. Price lists/offers, documentation and information sent to ARDA shall contain the Subject Logo (if available), be signed by the owner or authorized person and sealed with a wet stamp or electronic seal and be in pdf format.
6. To present the authorization from the producing entity or the distributor for the right to sell the product in case the entity is an importer/exporter.
7. To record the prices/offers in the electronic Database System or send them together with the necessary documentation and information by mail in printed format to ARDA, Street "Muhamet Gjollësja", No. 6 or by email to the address: cmime.reference@azhbr.gov.al.
8. Allows ARDA to record the prices/offers, information sent to the PRDB electronic system.
9. Allows ARDA to publish for publicity effect the name of the entity and the object of activity for which it provided information.

#### **ARTICLE 4 POINTS OF CONTACT**

4.1 Each of the parties shall appoint a contact person responsible for the goodwill of the agreement, in order to coordinate the actions for its realization, including the telephone number, email, INUS number and main address.

#### **ARTICLE 5 IMPLEMENTATION OF THE AGREEMENT AND THE FOLLOWING PROCEDURES**

5.1 The full implementation of the agreement will become operational prior to the implementation and ratification of the IPARD III Programme.

#### **ARTICLE 6 FINAL PROVISION**

6.1 This agreement is signed in advance by the entity and sent to ARDA. After that it is signed by ARDA and sent to the subject.

6.2 This agreement, after being signed by both parties, shall be effective immediately.

6.2 This agreement shall be concluded for an indefinite period of time.

6.3 ARDA and \_\_\_\_\_, shall review and improve this Agreement, whenever there are reasons required by either party, in order to reflect on it, the necessary changes.

This agreement is drawn up in English.

**For ARDA**

**Eranda Selmanaj**

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**General Director**

**For the entity**\_\_\_\_\_

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**Administrator**