**Annex № 2**

**A G R E E M E N T**

**for cooperation and strategic partnership in exchange of information**

**between the National Statistical Institute**

**and ....................................**

Today....................................., in Sofia between:

**The National Statistical Institute** (NSI), with address: Sofia 1038, 2 "Panayot Volov" street, represented by ....................................................... President, of the one part and

............................................................., with address.............................................., represented by...................................... on the other part,

hereinafter referred to as "the Parties", have agreed about the following:

GENERAL PROVISIONS

**Art.**1 In order to increase efficiency, optimal organization and coordination of the interaction between the two institutions and more efficient implementation of their functions and tasks, the Parties agree to cooperate and coordinate their activities in the production and dissemination of statistical information.

**Article 2** (1) Cooperation and coordination between the NSI and ................ are carried out in accordance with the following principles: professional independence, impartiality, objectivity, reliability, statistical confidentiality and cost effectiveness. (2) The production of statistical information requires the following quality criteria to be respected: relevance, accuracy, timeliness, punctuality, accessibility and clarity, comparability and coherence.

(3) In the development, production and dissemination of statistical information international recommendations and best practices should be taken into account.

DISTRIBUTION OF RESPONSIBILITIES

**Art. 3** (1) The NSI provides to......................... free information from statistical surveys included in the National Statistical Programme (NSP) by type, scope, structure and aggregation of data described in the list of the standard indicators Annex № 1 which is an integral part of the Agreement.

(2) The NSI provides information after finishing the processing of statistical data from the respective survey in accordance with the annually updated Calendar presenting the results of the statistical surveys carried out by the National Statistical Institute published on the Internet site of the NSI.

(3) The NSI works as contractor of assigned by ......................... activities necessary for the development and implementation of EU programs and projects, through the conclusion of a specific contract award in accordance with Art. 7, Para. 2 of the Law on Statistics.

(4) The NSI provides information from statistical surveys not included in the NSP and information requiring additional software and data processing, based on the conclusion of a specific contract in accordance with Art. 7, Para. 2 of the Law on Statistics.

**Art. 4** (1) ................... provides free of charge information to the NSI from its information systems by type, scope and structure described in Annex № 2 which is an integral part of the Agreement.

(2) .................... provides data, metadata and methodologies to EU Member countries and other countries of the world necessary for the NSI’s surveys.

(3) ................ provides free of charge, upon written request, collected individual data and/or statistical information necessary for conducting statistical surveys included in the NSP and provides to the NSI free access to the information required in the administrated information systems and registers established by law in accordance with Art. 29, Para. 2 of the Law on Statistics.

(4) ................ provides data, metadata and methodologies for specific indicators/tables for publication in the NSI’s publications. Data is provided by specific models and within the deadlines for the authors, set out in the NSI’s Editing Plan.

(5) .................. participates in the pre-printing process on the information provided for publication in the NSI’s publications (proof-reading and signing for printing).

EXCHANGE AND DISSEMINATION OF INFORMATION. PROTECTION OF STATISTICAL SECRECY

**Art. 5** The Parties in the Agreement shall provide information in accordance with the confidentiality requirements of the individual data for the observed individuals and legal entities in accordance with the Law on Statistics.

**Art. 6** (1) The received and collected in statistical surveys individual data are statistical secrecy and may be used only for statistical purposes.

(2) The data subject to this Agreement cannot be used as evidence before the executive and the judiciary.

(3) The registration, use, processing and storage of statistical data which are classified information, state or official secret shall be made according to the requirements of the Classified Information Protection Act.

**Art. 7** The institution responsible for the compilation and dissemination of relevant data shall publish it on its Internet site and in other publications according to the established deadlines.

**Art. 8** Data, subject to publication by the producer shall not be published by the recipient earlier than the announced publication date by the producer.

**Art. 9** The Parties are obliged to use the information only for statistical purposes, and during the dissemination they shall indicate the source of the information.

**Art. 10** The Parties are obliged not to provide the information received to third Parties without the written consent of the other party.

**Art. 11** The Parties are obliged to provide approved national statistical classifications, nomenclatures, standards and methodologies.

**Art. 12** The Parties shall exchange information by e-mail, on technical and / or paper or other pre-agreed manner.

**Art. 13** In some individual cases, it is possible to provide aggregated "preliminary" information within deadlines shorter than those required for the production and delivery of final statistical information. Preliminary information shall mean the information that has been developed at an intermediate stage in the processing and production of data. The producer of the information shall not be responsible for the differences between preliminary and final data.

**Art. 14** The institution responsible for the production of relevant statistical information has the right to revise and modify the already declared "final" data, and in a timely manner shall notify the other party of the revisions made.

**Art. 15** Contracting Parties shall provide methodological explanations necessary for the correct interpretation of the data and inform each other in case of change in the methodology applied.

**Art. 16** The producer of information shall not be responsible for false/incorrect interpretation of the data by the recipient and shall have the right to require a change of misinterpretation after providing the information and the methodology applied.

RELATIONS WITH INTERNATIONAL ORGANIZATIONS

**Art. 17** The Parties in the Agreement shall mutually exchange data for information services and filling out questionnaires of international organizations and institutions which under the commitments undertaken by the Republic of Bulgaria require periodic or singular provision of information (Annex № 3 - List of questionnaires and contact persons for each institution).

**Art. 18** The Parties shall carry out a mutual exchange of metadata and methodology for conducting statistical surveys required by the international statistical organizations and institutions.

**Art. 19** The parties shall cooperate in connection with Eurostat projects on the harmonization of methodology and provision of statistical information according to their competences.

**Art. 20** (1) When it is necessary to formulate a common position for the Republic of Bulgaria, the parties previously shall agree their positions on issues discussed before participating in the meetings of the working groups of the European Commission and Eurostat, as well as in participation in workshops of other international organizations.

(2) The parties shall previously agree their positions on the provision of statistical data beyond the scope of regular data provided pursuant to the Regulations.

TIMING

**Art. 21** This cooperation Agreement is concluded for a period of …................................ year/years

AMENDMENTS

**Art. 22** On the initiative of each of the Contracting institutions and in consultation between them, the provisions of the Agreement may be amended and supplemented by annexes.

ADDITIONAL TERMS

**Art. 23** Coordinators for the implementation of the Agreement shall be determined as follows:

**For the NSI**

......................................................................................................

"Relations with users and e-services" Department

tel 9857 ............., E-mail .............................

**For** ......................

.........................................................................................................

.........................................................................................................

This Agreement is drawn up in who identical copies, one for each party.

**President of .......................................**

**the National Statistical Institute .......................................**