

PROJECT: "HIGH SPECIALIZED TECHNICIANS IN KETs"

ACRONYM: **HISTEK**

D.T3.2.1 Consortium agreement

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Activity No. 3.2.:	Consortium agreement
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Organization:	Ministry of Education of Montenegro
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Document History

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1	02/12/2019	Dragiša Damjanović	Marko Vukašinović	Legal framework
2	10/08/2020	Katrina Berišaj	Dragiša Damjanović	Cluster partner changes
3	11/08/2020	Natalija Đaletić	Katrina Berišaj	Cluster partner added
4	12/08/2020	Valentina Šaranović	Katrina Berišaj	Language and meaning verification
5	13/08/2020	Žarko Asanović Tanja Radusinović	Veselin Todorović	Legal framework
6	13/08/2020	Behar Nikaj Milana Dabović	Veselin Todorović	Cluster partner added
7	13/08/2020	Milica Žižić Milica Petković	Veselin Todorović	Legal framework
8	13/08/2020	Irma Zilić Vesna Gajević	Veselin Todorović	Legal framework
9	14/08/2020	Milica Pajović Majda Mulić	Veselin Todorović	Legal framework
10	17/08/2020	Valentina Šaranović	Dina Tošić	Language and meaning verification
11	15/06/2021	Budimka Golubović	Predrag Janković	Legal framework
12	21/06/2021	Predrag Janković	Tanja Radusinović	Legal framework
13	24/06/2021	Predrag Janković	Dragiša Damjanović	Legal framework
14	24/06/2021	Irma Zilić Vesna Gajević	Veselin Todorović	Legal framework

HISTEK PROJECT

Consortium Agreement

This agreement is made and entered on [25/06/2021] between the following partners:

1. **Ministry of Education, Science, Culture and Sport of Montenegro;**
2. **Chamber of Economy of Montenegro;**
3. **Foundation ITS "Antonio Cuccovillo";**
4. **Chamber of Commerce, Industry, Artisanry and Agriculture of Bari;**
5. **Faculty of Business "Aleksander Moisiu" University;**
6. **Chamber of Commerce and Industry Tirana.**

WHEREAS the Parties wish to co-operate over *HISTEK project* and **D.T2.1.1** Transnational Cluster Agreement (which consists of **D.T2.1.1.1** National Cluster Agreement for Italian partners; **D.T2.1.1.2** National Cluster Agreement for Albanian partners; **D.T2.1.1.3** National Cluster Agreement for Montenegrin partners) and **D.T2.1.2** Constitution act of the Transnational Advisory Board

AND WHEREAS this Consortium Agreement sets out the relationship between the Parties and the organisation of the work.

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IT IS HEREBY AGREED AS FOLLOWS:

0. LEGAL FRAMEWORK

The provisions of this Consortium Agreement are based on the following EU legislation, Programme rules and guidelines and national legislation:

- Regulation (EC) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund covered by the Common Strategic Framework and laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Council Regulation (EC) No 1083/2006;
- Regulation (EC) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial Cooperation goal;
- Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
- Regulation (EU, EURATOM) No 547/2014 of the European Parliament and of the Council of 15 May 2014 amending Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union;
- Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II);
- Commission Implementing Regulation (EU) No 447/2014 of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession assistance (IPA II);
- Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
- Cross Border Cooperation (CBC) programme "INTERREG IPA CBC Italy-Albania-Montenegro 2014/2020 Programme", co-financed by the European Union within Instrument for Pre-accession Assistance (IPA II), the "High Specialized Technicians in Kets" (project acronym HISTEK), approved by the Contract Authority (Regione Puglia) Managing authority of the interreg IPA CBC Italy-Albania-Montenegro programme IT-AL-ME229 from 31.05.2018.

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

"Business Day"	means any day other than a Saturday or Sunday or a public or holiday in Italy, Albania and Montenegro.
"Confidential Information"	means all information that is marked as Confidential and that is disclosed by one of Consortium Parties.
"Consortium"	means the Parties collectively.
"Effective Date"	means the date when all Parties have signed this Agreement.
"KETs"	means the Key enabling technologies
"Intellectual Property Rights"	means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
"Programme"	means the training program in KETs
"Personnel"	means any person engaged by Parties
"Steering Committee"	means the committee appointed from all representatives of national and transnational cluster partners to be responsible for managing the Programme
"Transnational Advisory Board"	means paramount advisory board appointed from representatives of contracting parties whose role is evaluating the quality of subsequent design activities of the new Project training programme

- 1.1 Headings contained in this Consortium Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.2 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. LEAD INSTITUTION

The Parties hereto agree that the **Ministry of Education, Science, Culture and Sport of Montenegro** will be the lead institution ("Lead Institution") and authorises it as their representative to sign agreements in their name and on their behalf in relation to the Programme. Without prejudice to its authority to contract on behalf of the Parties in relation to the Programme, the Lead Institution agrees to take all reasonable steps in every occasion to seek and obtain the prior consent of each of the other Parties before signing agreements for the benefit of the Programme and the other Parties.

3. PURPOSE OF THE CONSORTIUM

The purpose of the Consortium is:

- to specify the organisation of the work between the Parties in carrying out the Programme and to set out the rights and obligations of the Parties;
- carry out the Programme and to produce the Deliverables as described in Annex 1.

4. COMMENCEMENT AND DURATION

This Agreement shall commence on the Effective Date and shall continue until the agreement of all Parties to declare the Agreement null and void.

5. PROGRAMME MANAGEMENT

5.1 STEERING COMMITTEE

The Parties shall establish, within thirty days after the Effective Date, a Steering Committee which shall be composed of one duly authorized representative of each member of national clusters. After having informed the others in writing, each national cluster shall have the right to replace its representative and/or to appoint a proxy, although it shall use all reasonable endeavors to maintain the continuity of its representation. The composition of the Steering Committee is set out in Annex 2. The Steering Committee shall appoint a Chair from amongst its members. There shall also be a Secretary to the Steering Committee.

5.2 RESPONSIBILITIES OF THE STEERING COMMITTEE

5.2.1 Programme Oversight

The Steering Committee shall be responsible for the delivery of the programme outcomes and to this end will define the programme plan, and progress towards meeting it, under review.

5.2.2 Publications and Press Releases

The Steering Committee shall decide procedures for dissemination of publications and press releases relating to the Project

5.2.3 Exit Strategy

Every member of the Steering Committee with previously formed written justification can withdraw from the Steering Committee but loses the status of a member in the National and Transnational Cluster.

The Transnational Advisory Board can form a written opinion of a need for withdrawal of a member of the Steering Committee if the member of the Committee shows as ineffective or realizes activities contrary to the interests of the Consortium.

5.3 STEERING COMMITTEE MEETINGS

The Steering Committee shall determine the frequency of its meetings, but shall meet at least once yearly. Additional meetings may be called by $\frac{1}{3}$ of Steering Committee members or at the request of the Steering Committee Chairman. Meetings will operate under the following rules:

5.3.1 At each meeting, the Steering Committee will agree on a date for the next meeting. Otherwise the Secretary, in consultation with the Chair or his nominee, shall call meetings, giving notice that is reasonable in the circumstances.

5.3.2 The Secretary shall circulate an agenda before the meeting.

5.3.3 Each Steering Committee member (but not the Secretary) will have one vote, except the Chair who has a casting vote. A member may not vote on matters concerning a dispute with the Steering Committee where the member is the subject of the dispute.

5.3.4 The quorum for a meeting will be 50% of total members of the Committee.

5.3.5 With the approval of the Chair, Steering Committee members may nominate a representative to attend meetings and vote on their behalf.

5.3.6 Votes, with the exception of a vote to terminate a membership of the Steering Committee, will be decided on the basis of a majority vote of those attending and eligible to vote.

5.3.7 Vote to terminate a membership will be decided on the basis of $\frac{2}{3}$ of the total number of Committee members. The vote for termination of the membership must be initiated on written initiative of the Transnational Advisory Board.

5.4 RESPONSIBILITIES OF THE INDIVIDUAL MEMBERS OF THE STEERING COMMITTEE

In addition to the Steering Committee's collective responsibility, individual members of the Steering Committee will have specific responsibilities as determined by the Steering Committee from time to time on the proposal of the Transnational Advisory Board.

6. ADVISORY BOARD

6.1 TRANSNATIONAL ADVISORY BOARD

The Transnational Advisory Board will be established according to *D.T2.1.2 Constitutional Act on Transnational Advisory Board*, and shall be composed of one duly authorised representative of each signing party of the Consortium Agreement.

6.2 RESPONSIBILITIES OF THE TRANSNATIONAL ADVISORY BOARD

6.2.1 Programme Oversight

The Transnational Advisory Board shall be responsible for conducting monitoring and advisory activities in the process of delivering Programme outcomes.

6.3 TRANSNATIONAL ADVISORY BOARD MEETINGS

The Transnational Advisory Board shall determine the frequency of its meetings, but shall meet at least once yearly. Additional meetings may be called by $\frac{1}{2}$ of Transnational Advisory Board members. Meetings will operate under the following rules:

6.3.1 At each meeting, the Transnational Advisory Board will agree on a date for the next meeting.

6.3.2 Each Transnational Advisory Board member will have one vote. A member may not vote on matters concerning a dispute with the Consortium where the member is the subject of the dispute.

6.3.3 Votes, with the exception of a vote to terminate a membership of the Consortium, will be decided on the basis of a majority vote of those attending and eligible to vote.

6.3.4 In case of forming an opinion on termination of a member from the Steering Committee, the initiative will be decided on the basis of $\frac{2}{3}$ of the total number of Transnational Advisory Board members.

7. RESPONSIBILITIES OF THE PARTIES PERFORMANCE

7.1 Each Party undertakes to each other Party to perform and fulfil on time the tasks assigned to it by the Steering Committee and all other of its obligations under this Agreement.

7.2 Towards each other, each Party undertakes to:

7.2.1 notify each of the other Parties as a Party becomes aware of any significant delay in performance;

7.2.2 inform other Parties of relevant communications it receives from third parties in relation to the Programme.

7.3 Each Party shall use all best efforts to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

7.4 Each Party agrees not to issue any press releases or other such publicity materials relating to the work of the Consortium without obtaining prior approval from the other Parties.

8. ADDITION OF PARTIES TO THE CONSORTIUM

Institutions may be invited to join the Consortium only by the unanimous decision of the Steering Committee and Transnational Advisory Board, and on the condition that the new institution becomes a party to this Agreement.

9. REMOVAL OR WITHDRAWAL OF PARTIES FROM THE CONSORTIUM

9.1 REMOVAL OF PARTIES

Without prejudice to any other rights or remedies open to the Consortium, the Transnational Advisory Board may, after a two-thirds majority vote of the full Transnational Advisory Board in favour of termination, and via a written notice served on the Party, terminate a Party's membership of the Consortium, if the Party:

9.1.1 in the opinion of a majority of the Transnational Advisory Board, is incompetent, commits any act of gross or persistent misconduct and/or neglects or omits to perform any of its duties or obligations under this Agreement; or

9.1.2 fails or refuses after written warning from the Transnational Advisory Board to carry out the duties or obligations reasonably and properly required of it under this Agreement; or

9.1.3 ceases to operate its business or undertaking;

9.1.4 provides the Steering Committee and Transnational Advisory Board with any false or misleading information with regard to its ability to perform its duties or obligations under this Agreement.

9.2 WITHDRAWAL OF PARTIES

A Party may withdraw from the Transnational Cluster at any point with previous notice to the Transnational Advisory Board. By withdrawing its membership from the Transnational Cluster, a Party simultaneously withdraws its membership from the Consortium.

In all cases, the Consortium reserves the right of access to any work produced in the course of the Party's work as part of the Consortium.

10 TERMINATION

10.1 TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated at any time by the unanimous written agreement of the Parties.

10.2 RIGHTS OF PARTIES

The termination of this Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the Parties accrued due prior to termination. The provisions in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be governed by and construed in accordance with Montenegrin law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Montenegrin courts.

11.2 The Parties agree to use best efforts to resolve disputes in an informal manner.

12 GENERAL PROVISIONS

12.1 SOLE AGREEMENT

This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such subject matters.

No Party to this Agreement has been induced to enter into this Agreement by a statement or promise which it does not contain save that this clause shall not exclude any liability which one party would otherwise have to the other in respect of any statements made fraudulently by that party.

12.2 ANNEXES

The Annexes shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Annexes.

12.3 SEVERABILITY

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

12.4 FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies and a Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

12.5 VARIATION

This Agreement may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing signed by a duly authorised representative of each of the written Parties.

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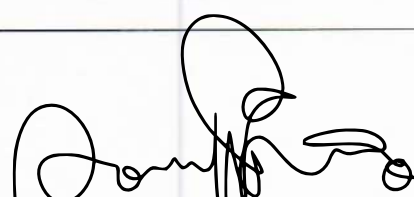


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Montenegro
Ministry of Education

<u>Consortium Partner:</u>	Ministry of Education of Montenegro
<u>Main registration number:</u>	02014432
<u>Address:</u>	Vaka Durovića nn
<u>Postal code:</u>	81000
<u>City:</u>	Podgorica
<u>Country:</u>	Montenegro
<u>Represented by:</u>	Mr. Dragiša Damjanović ¹
<u>Signature:</u>	

¹ Under the general authorization No. 17/3-05-430/21-4681 from 3rd of June 2021.

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CHAMBER OF
ECONOMY OF
MONTENEGRO

<u>Consortium Partner:</u>	Chamber of Economy of Montenegro
<u>Main registration number:</u>	02019574
<u>Address:</u>	Novaka Miloseva 29/11
<u>Postal code:</u>	81000
<u>City:</u>	Podgorica
<u>Country:</u>	Montenegro
<u>Represented by:</u>	Mr. Mitar Bajčeta
<u>Signature:</u>	

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<u>Consortium Partner:</u>	FONDAZIONE ITS "ANTONIO CUCCOVILLO"
<u>Main registration number:</u>	IT07267740723
<u>Address:</u>	VIA DIVISIONE ACQUI na
<u>Postal code:</u>	70126
<u>City:</u>	Bari
<u>Country:</u>	Italy
<u>Represented by:</u>	Lucia Scattarelli
<u>Signature:</u>	 

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CAMERA DI COMMERCIO
BARI

<u>Consortium Partner:</u>	Camera di Commercio, Industria, Artigianato e Agricoltura di Bari
<u>Main registration number:</u>	IT02517930729
<u>Address:</u>	Main Street Cavour 2
<u>Postal code:</u>	70121
<u>City:</u>	Bari
<u>Country:</u>	Italy
<u>Represented by:</u>	Alessandro Ambrosi
<u>Signature:</u>	 IL PRESIDENTE Dot. Alessandro Ambrosi

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<u>Consortium Partner:</u>	Fakulteti i Biznesit, Universiteti "Aleksandër Moisiu", Durrës, Shqipëri
<u>Main registration number:</u>	K61829504T
<u>Address:</u>	Fakulteti i Biznesit, Rruga e Spitalles na
<u>Postal code:</u>	03101
<u>City:</u>	Durres
<u>Country:</u>	Albania
<u>Represented by:</u>	Azeta Tartaraj
<u>Signature:</u>	

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<u>Consortium Partner:</u>	Dhoma e Tregtisë dhe Industrisë, Tiranë
<u>Main registration number:</u>	AL J62130004U
<u>Address:</u>	Rruga "Kavajes" 6
<u>Postal code:</u>	1001
<u>City:</u>	Tirana
<u>Country:</u>	Albania
<u>Represented by:</u>	Nikolin Jaka
<u>Signature:</u>	



1. List of annexes

- a. Contract registration certificate for HISTEK project*
- b. Registration act for Ministry of Education of Montenegro*
- c. Registration act for Chamber of Economy of Montenegro*
- d. Registration act for Foundation ITS "Antonio Cuccovillo"*
- e. Registration act for Chamber of Commerce, Industry, Artisanhip and
Agriculture of Bari;*
- f. Registration act for Faculty of Business "Aleksander Moisiu"
University*
- g. National cluster agreement of Montenegro partners*
- h. National cluster agreement of Albanian partners*
- i. National cluster agreement of Italian partner*

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