



## **Memorandum of Understanding**

**Between**

**IATP-INTEGRATED AGRICULTURAL TECHNOLOGY AGENCY L.L.C.**

**Prishtinë**

**and**

**UNIVERSITY OF PRIZREN (UKSHIN HOTI)**

**PRIZREN**

This agreement is made this 06 day of 12.2021 between University of PRIZREN (UKSHIN HOTI), a public institution of higher education which is a body politic and corporate located at PRIZREN, University of Prizren (UKSHIN HOTI), Rruga e Shkronjave nr.1, 20000 Prizren, Kosovo (hereinafter Content Partner or CP) and IATP-Integrated Agricultural Technology Agency L.L.C. (hereinafter Platform Owner or PO) located at Rustem Statovci, 24 10000 Prishtinë, Kosovo.

In the spirit of friendship and with mutual interest in cooperation, University of PRIZREN (UKSHIN HOTI) and IATP-Integrated Agricultural Technology Agency enter into this Memorandum of Understanding (MoU) to promote joint educational and cultural collaboration and agree as follows:

### **1. INTRODUCTION**

The conclusions of the Parties meeting in PRIZREN in May 2021 affirm that Europe has indisputably moved into the Knowledge Age, with all that this will imply for cultural, economic and social life. Patterns of learning, living and working are changing apace. This means not simply that individuals both in Kosovo and in Europe must adapt to change, but equally that established ways of doing things must change too.

The conclusions of the Parties confirm that the move towards lifelong learning must accompany a successful transition to a knowledge-based economy and society.

This Memorandum takes up the IATP-Integrated Agricultural Technology Agency L.L.C. and University of PRIZREN (UKSHIN HOTI) mandate to implement lifelong learning.

The Parties have defined lifelong learning, within the European Employment Strategy, as all purposeful learning activity, undertaken on an ongoing basis with the aim of improving knowledge, skills and competence.

All those living in Kosovo, without exception, should have equal opportunities to adjust to the demands of social and economic change and to participate actively in the shaping of Europe's future.

Lifelong learning concerns everyone's future, in a uniquely individual way. This Memorandum promoting active citizenship and promoting employability are equally important and interrelated aims for lifelong learning and is the common umbrella under which all kinds of teaching and learning should be united.

The key messages suggest that a comprehensive and coherent lifelong learning strategy for Kosovo and Europe should aim to:

- guarantee universal and continuing access to learning for gaining and renewing the skills needed for sustained participation in the knowledge society;
- visibly raise levels of investment in human resources in order to place priority on Kosovo's most important asset – its people;
- develop effective teaching and learning methods and contexts for the continuum of lifelong and life wide learning;
- significantly improve the ways in which learning participation and outcomes are understood and appreciated, particularly non-formal and informal learning;
- ensure that everyone can easily access good quality information and advice about learning opportunities throughout Kosovo and throughout their lives;

**Keys to success**

Working together to put lifelong learning into practice is the best way forward. The key to success will be to build on a sense of shared responsibility for lifelong learning among all the key actors – the government of Kosovo, the European institutions, civil society organizations, the world of enterprise, regional and local authorities, associations and groupings; and, last but not least, individual citizens themselves. Our shared aim is to build a Kosovo in which everyone has the opportunity to develop their potential to the full, to feel that they can contribute and that they belong.

**ARTICLE 1: REVENUE SHARING MODEL**

The revenue sharing model of the contents developed jointly by CP and PO is given in the table below;

	CP	Lecturer	PO
Courses	25%	25%	50%
Certificate	60%	(-)	40%
Workshop	25%	25%	50%
Online Certification Exam	40%	20%	40%
International Class Certification Exam	25%	35%	40%
PDF training and course supplementary materials online sales	35%	15%	50%
Printed training and supplementary materials sales	35%	15%	50%

**ARTICLE 2: DURATION AND EVALUATION**

2.1 This MOU shall be in effect for a period of 2 years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing and unless the parties terminate it on time, the terms of the agreement continue by extending one year each year.

2.2 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

### **ARTICLE 3: NON-DISCRIMINATION**

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

### **ARTICLE 4: COMPLIANCE WITH LAW**

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate state laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

### **ARTICLE 5: FORCE MAJEURE**

In the event users are unable to complete the Program due to causes beyond the control of the parties, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond parties reasonable control, IATP will assist the affected users in finding an alternate site to complete the Program.

### **ARTICLE 6: RIGHTS AND PRIVACY**

The parties acknowledge that information (if any) received from parties regarding users may be protected by the Rights and Privacy Act, and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the users written consent.

### **ARTICLE 7: USE OF NAME**

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use.

The online platform may refer to the affiliation with parties in public information materials regarding the relevant Program. The online platform may refer to the affiliation with parties in its brochures and other public information materials having to do with the Program.

### **ARTICLE 8: INDEPENDENT CONTRACTORS**

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

### **ARTICLE 9: SEVERABILITY**

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

**ARTICLE 10: WAIVER**

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

**ARTICLE 11: ASSIGNMENT**

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

**ARTICLE 12: GOVERNING LAW**

This Agreement shall be construed and enforced to the laws of KOSOVO. The parties will be bound by the United Nations Convention and / or the European Union Commission's International Commercial Dispute Settlement Agreements.

**ARTICLE 13: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

**ARTICLE 14: NOTICES**

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by online or postage to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

DATE: 06.12.2021

For IATP-INTEGRATED AGRICULTURAL TECHNOLOGY AGENCY L.L.C.

  
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Authorized



For UNIVERSITY OF PRIZREN (UKSHIN HOTI)



  
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Provost