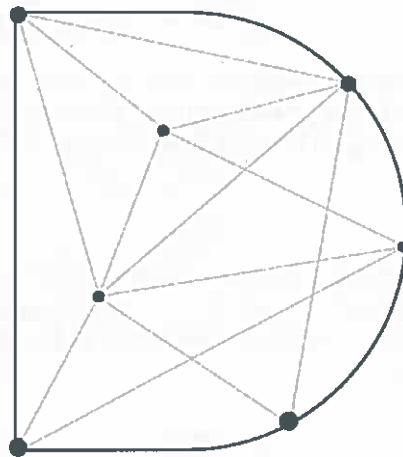


 <b>Universiteti i Prizrenit</b> <b>University of Prizren</b> <b>Univerziteti Prizren</b> <b>"UKESHIN NOTI"</b>	
Pranuar me dt. 16.01.2023	
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**ITP>**

## **DIGITAL TRANSFORMATION CENTER**

### **Consortium Agreement**



## **COLLABORATION ON STRENGTHENING THE INNOVATION AND DIGITAL TRANSFORMATION ECOSYSTEM IN KOSOVO, UNDER THE UMBRELLA OF THE ITP`S "DIGITAL TRANSFORMATION CENTER"**

In Prizren, on 24 of November of 2022

INNOVATION AND TRAINING PARK (ITP PRIZREN) located at Uke Bytyci str. n.n., Prizren 20000, Kosovo, with legal entity's number being 5118093-3, duly represented by Muhamed Rexhepi (Authorized Representative), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "ITP Prizren" or "ITP")

and

KOSOVO RESEARCH AND EDUCATION NETWORK (KREN) located at KREN, Innovation and Training Park (ITP) Prizren Str. Uke Bytyci, Prizren, Kosovo, duly represented by . ( ), acting according to the Laws of Republic of Kosovo (hereinafter referred to as "KREN")

and

UNIVERSITETI UKSHIN HOTI located in Prizren, Kosovo, duly represented by Samedin Krrabaj (Rector) acting according to the Laws of Republic of Kosovo - MINISTRY OF EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION (hereinafter referred to as "University of Prizren");

and

Kolegji Universum O.P. located at 156, Fan Noli. Ferizaj, Kosovo, with legal entity's number being 810640294 (UID), duly represented by Alejtin Berisha (President and CEO) acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "Kolegji Universum");

and

University for Business and Technology, UBT located in Lagjja Kalabria str. n.n., Prishtina 10000, Kosovo, with legal entity's number being 810514853, and academic unit in Prizren 5065526 being duly represented by Edmond Hajrizi (CEO), acting according to the Laws of Republic of Kosovo (hereinafter referred to as "UBT");

and

MAKERSPACE - INNOVATION CENTER PRIZREN located in ITP Prizren, Uke Bytyci str. Prizren 20000, Kosovo, with legal entity's number being 5200406-3, duly represented by Enis Qafeleshi (Executive Director), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "MICP";

and

VENTURE-UP (Foundation) located at Eqrem Qabej no. 111. Prishtina 10000, Kosovo, with legal entity's number being 5200405-5, duly represented by Mentor Rexhepi (Executive Director), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "Venture-UP";

and

ALT SH.P.K. located at Tahir Zajmi, 8G/I. Prishtina 10000, Kosovo, with legal entity's number being 810082149, duly represented by Luftar Braha (CEO), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "ALT SH.P.K.");

and

Advanced Systems and Technologies, SHPK (ASTech) located at William Walker nn, Prizren 20000, Kosova, duly represented by Iris Damani (Authorized Representative), acting according to the Laws of Republic of Kosovo (hereinafter referred to as "ASTech")

and

QUANTIX L.L.C. located at Rruga Musa Tolaj Nartel Center Lam B, Kati 12, Prishtina 10000, Kosovo, with legal entity's number being 811327502 (UID), duly represented by Blerta Salihu Krasniqi (Authorized Representative), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "Quantix");

and

ProCredit Bank SH.A., registered at Prishtinë, Rr. Xhorxh Bush, Nr.26, Prishtina 10000, Kosovo, legal entity's unique ID number 810487191, duly represented by Eriola Bibolli (CEO), acting according to the Laws of the Republic of Kosovo (hereinafter referred to as "ProCredit Bank" or "ProCredit")

and

SHKOLLA DIGJITALE SH.P.K. located at Pashko Vasa, Nr.28 Pejton, Prishtina 10000, Kosovo, with legal entity's number being 810856362 (UID), duly represented by Arianit Tershnjaku (Manager), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "Shkolla Digjitale");

and

CODERS' HUB KOSOVO located at Rr. Zija Shemsia, Prishtine, Kosovo, with legal entity's number being 811981556, duly represented by Lisa Duschek (Authorized Representative), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "Coders")

and

CACTUS EDUCATION located at Bashkim Fehmiu, Arbëria 3, BC2/11, VI-L01-P. Prishtina 10000, Kosovo, with legal entity's number being 810838493 (UID), duly represented by Vildane Kelmendi (Director), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "CACTUS Education");

and

KOSOVO CHAMBER OF COMMERCE acting according to the Laws of Republic of Kosovo - Ministry of Public Administration – specifically Law No. 2004 / 7, located at Mother Teresa Str, Nr 20, Prishtine, 10000 Kosovo, duly represented by Muhamer Nuridini (Authorized Representative), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "KCC");

and

ERICSSON NIKOLA TESLA Branch Office Kosovo, located in Vicianum Arbëria 3 Veranda C2.7 LI.II Lok.5, Prishtina 10000, Kosovo, with legal entity's number being 810801200 (UID), duly represented by Besar Spahija (Director), acting according to the Laws of Republic of Kosovo - Ministry of Public Administration (hereinafter referred to as "Ericsson").

The parties, hereinafter referred to as signatory entities, mutually recognize legal capacity and capacity to act to be bound by this agreement,

## DIGITAL TRANSFORMATION CENTER

- I. The **Digital Transformation Center** has the vision to be the driver of a thriving digital ecosystem in and from within the ITP Prizren. It aims to become a one-stop-shop for the broad topic of digital ecosystem development and to provide synergistic, holistic offerings in the fields of ICT related science and education, technology for business, digital entrepreneurship and digital ecosystem development.
- II. A main goal of the **Digital Transformation Center**, on which this consortium agreement focuses, is to help regional businesses to increase their level of digitalisation and foster new business models that contribute to increase their competitiveness.

- III. In terms of the consortium agreement and the aforementioned digitalisation support, the **Digital Transformation Center** is inspired by the model of the European network of Digital Innovation Hubs (DIH) that the European Commission launched on April 19, 2016, in order to generate a framework of favourable conditions in Europe for the so-called industrial digital revolution.

The European Commission defines Digital Innovation Hubs as one-stop shops for support services for companies to improve their competitiveness, in relation to their production and business processes, as well as for the generation of products and services based on digital technologies. The DIHs are based on technological infrastructures and provide access to the knowledge, experience and cutting-edge technology necessary for the development of tests and projects experimenting with digital innovations. Likewise, DIHs provide business services and facilitate access to financing to support the implementation of these innovations.

- IV. As a financial aspect, it should be noted that the **Digital Transformation Center** operates based on a non-for-profit principle. The **Digital Transformation Center** will make a continuous effort to identify public and private funding sources that allow the economic sustainability of the activities carried out from the Center.

- V. **ITP Prizren** seeks to provide a favourable environment and efficient services for SMEs, exploiting different kinds of innovations that can contribute to Kosovo to improve its level of digital maturity.

ITP Prizren plays a key role as coordinator and promoter of the **Digital Transformation Center**. Furthermore, from a practical point of view, it will be focused on providing services related to supporting the innovation ecosystem and business service. In particular, taking into account the nature and role that ITP Prizren will play in the configuration of the **Digital Transformation Center**, the core of the activities that ITP Prizren will develop will be articulated around the strategic planning areas of a DIH and its representation, while guarantees full alignment of the support instruments managed from ITP Prizren with the needs observed in the operation of the Center.

- VI. **KREN** is a support network of Kosovo Higher Educational Institutions to foster digital transformation in Kosovo. To meet this goal, KREN develop and provide advanced information and technological infrastructure for the academic and research community, including the KREN Data Centre and private network infrastructure; and a Platform and Software as service for a better collaboration and communication.

- VII. **University of Prizren** is an academic institution oriented towards providing quality education by conducting scientific research and contributing to innovation, in accordance with the labour market demands.
- VIII. **Kolegji Universum O.P.** is a higher education provider accredited by the Kosovo Agency of Accreditation. Kolegji Universum thrives on providing high quality, accessible and affordable educational opportunities to a Kosovar and international student body through teaching excellence, lifelong learning, applied research and partnership building.
- IX. **UBT** is an entrepreneurial innovation-based ecosystem which include: education, research, development, innovation, entrepreneurship, spin offs. UBT basic principles are to offer a supportive and challenging opportunity for students in a modern, technologically advanced and participatory environment.
- X. **MICP** is an innovation centre founded in 2017 in Prizren, that aims to develop and promote a digital ecosystem in the area of Prizren by interconnecting science and education with the industrial and business sector, mainly focusing on modern job creation in the various fields of information and communication technology (ICT).
- XI. **Venture-UP** is a centre for entrepreneurship and innovation established in 2017 by University of Prishtina and the private sector to serve as a bridge between education, industry and government, focused on supporting students and professors.
- XII. **ALT** is a company that bring to the DIH an expertise in Digital Transformation, IoT, SmartCity, Software Development and as well Transfer of Knowledge and partnership with major international companies.
- XIII. **ASTECH** is a software development company leading the digital transformation of their worldwide clients through custom software development services. ASTECH has a team of software developers.
- XIV. **Quantix** is a software development company focused on products and services, as well as complex and scalable software, for business needs, solving specific domain problems or offering values for large user bases.
- XV. **ProCredit Bank** is a development-oriented commercial bank. It is specialized in services to SMEs and banking operations through electronic channels. By investing in financial education, ProCredit Bank aims to promote a culture of saving and financial responsibility among business clients as well as private individuals.

- XVI. **Shkolla Digjitale** is a non-formal education provider with a specialisation in teaching kids and youngsters programming skills. Through a franchise system, Shkolla Digjitale is present in other Eastern European countries.
- XVII. **Coders' Hub** Kosovo is a joint venture that was founded by an Austrian and a Kosovar company in order to bring high-level education and technological project expertise to Kosovo. Activities include, but are not limited to training youth and adults in comprehensive short to medium-length vocational training programs, as well as providing staff and expertise for European companies.
- XVIII. **CACTUS** Education is one of the leading companies in the field of ICT training in Kosovo and it has trained a considerable number of candidates in the fields of professional ICT training.
- XIX. **Kosovo Chamber of Commerce** (KCC) is a professional organisation founded in 1962 by the Assembly of Kosovo. KCC is an independent professional organization, apolitical and non-profitable. It is the only business institution established by law and the KCC activities take place on the basis of the Law on Kosovo Chamber of Commerce 2004/7 adopted by the Assembly of Kosovo. KCC serves the Kosovo economy, and is a constructive partner of the Kosovo state institutions. KCC's role in DIH will be to stimulate business and support the deployment of digitalization technologies
- XX. **Ericsson** Nikola Tesla is a corporate that acts as a provider of communication products and services in the operator segment, as well as a provider of innovative IT solutions related to health care, transport, state administration, utilities, and multimedia communication.
- XXI. The signatory entities are interested in establishing collaborations and participating in actions aimed at promoting and supporting Kosovo's companies in the incorporation of technologies that enable digital transformation, developing the offer and capabilities of technological companies in the country generating business opportunities and innovative impact projects.
- XXII. The signatory entities are fully aware of the objectives and scope of the **Digital Transformation Center** initiative.
- XXIII. In the particular case of public entities, the regulatory framework that regulates the collaboration agreement for the development of **Digital Transformation Center** is established in accordance with the Legal Regime of the Public Sector, within the scope of their respective powers, may sign agreements with subjects of public and private law.

Therefore, and aware of the need for collaboration that allows the achievement of the stated objectives and, without prejudice to the existence of other particular agreements on other matters between the signatory entities, the parties, by mutual agreement, declare their willingness to sign this consortium agreement in accordance with the following.



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## 1. BACKGROUND AND PURPOSE OF THE AGREEMENT

“**Digital Transformation Centers**” are development instruments by the German Federal Ministry for Economic Cooperation and Development (BMZ). The promotion and dissemination of digitization is an independent development policy goal, which the BMZ is pursuing in a special way together with its partners. The Digital Transformation Centers address these challenges and focus on democratic and participatory processes to strengthen local structures, the economy and society. Along the BMZ Digital Strategy and its field of action of promoting local innovations, Digital Transformation Centers provide connecting structures in BMZ partner countries. The establishment of the Centers is facilitated by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH,

In Kosovo the Digital Transformation Center establishment is linked with the GIZ`s support for strengthening sustainable economic development via the Innovation and Training Park (ITP) Prizren. For this purpose, the GIZ and the ITP Association agreed in a separate document to transfer the usage of the Digital Transformation Center Kosovo brand, for the purpose described below, to the ITP Prizren and encourages and supports the establishment and implementation of a consortium under this brand, called the “Digital Transformation Center in ITP” also known as “ITP Prizren`s Digital Transformation Center”, or Prizren DIH for dissemination proposes. Hereinafter the denomination **Digital Transformation Center** will be used. For the foreseeable future, the GIZ plans to remain involved in the Digital Transformation Center activities, support its implementation and further development and potentially complement it.

The purpose of this Consortium Agreement is to specify with respect to the **Digital Transformation Center** and especially its role as a “Digital Innovation Hub” (with the focus on the digitalisation of SMES as defined in the joined business plan) the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the **Digital Transformation Center** and the rights and obligations of the Parties concerning *inter alia* liability, access rights and dispute resolution. This agreement also sets out the procedures provided for the incorporation of new members to the consortium. Services outside of the defined scope and according partnership agreements of ITP Prizren with entities in or outside the consortium are not covered under the agreement.

## 2. SCOPE OF APPLICATION OF THE AGREEMENT

This agreement promotes collaboration between ITP, ALT, Venture-UP, ProCredit Bank, MICP, Cactus, Kolegji Universum, Ukshin Hoti, UBT, Shkolla Digjitale, KCC, Coders'Hub, Astech,

Quantix, Ericsson and KREN to establish a governance model and cooperation framework that supports the **Digital Transformation Center** initiative, guaranteeing its sustainability and growth.

The **Digital Transformation Center** is established with the aim of acting as a one-stop-shop for the promotion and implementation of a services catalogue aimed at boosting economic development through digital transformation in entrepreneurship, skills development as well as the digitalisation of Kosovar companies from a holistic perspective.

### 3. OBJECTIVE OF THE IMPLEMENTATION OF THE AGREEMENT

The fundamental objectives of this agreement are the following:

- a) Establish the basic principles on which collaboration between the parties will be based on the proposal of the appropriate measures to promote the operation of the **Digital Transformation Center**.
- b) Define the rights and obligations of the signatories in their incorporation into the project as members and partners of the **Digital Transformation Center**.
- c) Establish an agreement on how this **Digital Transformation Center DIH consortium** operates based on a planned governance structure.
- d) With the focus on the digitalisation of SMES; focusing on the "Technology for Business" pillar of the Center including closely related elements of the others: define the general framework of the services offered through the **Digital Transformation Center**, the human and material resources associated with the provision of these services and the conditions under which they will be implemented. Services outside of the defined scope and according partnership agreements of ITP Prizren with entities in or outside the consortium are not covered under the agreement

### 4. ENTRY INTO FORCE, DURATION AND TERMINATION

#### 4.1 ENTRY INTO FORCE

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the Effective Date identified at the beginning of this Consortium Agreement.

An entity becomes a new Party to the Consortium Agreement upon signature of the accession document (Attachment 1) by the new Party and the Project Manager. Such accession shall have effect from the date identified in the accession document.

## 4.2 DURATION AND TERMINATION

This Consortium Agreement will be in full force and effect from the date of its signature, having a maximum duration of four years.

At any time before the end of the period provided for in the preceding paragraph, the signatories of the Collaboration Agreement may unanimously agree to extend it for up to four additional years.

## 4.3 SURVIVAL OF RIGHTS AND OBLIGATIONS

The provisions relating to Access Rights, Dissemination and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the **Digital Transformation Center** incurred prior to the date of termination, unless otherwise agreed between the Technical Committee and the leaving Party. This includes the obligation to terminate the provision of the agreed services, provide all necessary input, and related documents for the period of its participation.

## 5. RESPONSIBILITIES OF PARTIES

### 5.1 GENERAL PRINCIPLES

The signatory entities of the agreement undertake to:

- a) Dynamize and participate in initiatives aimed at fulfilling the mission and objectives of the **Digital Transformation Center**; especially the ones defined for the DIH consortium in its business plan.
- b) Collaborate and put at the service of the **Digital Transformation Center** with those resources and capacities that have been proposed and validated by mutual agreement, and in particular those aiming at the deployment of the services portfolio outlined in the MoU, in accordance with the compensations that are agreed between the members for each case.
- c) Collaborate in the governance of the **Digital Transformation Center**, assigning representatives to the governance bodies who are proactively involved, fulfilling the functions and actions entrusted to them, and actively participating in the meetings and deliberations of the governance bodies.
- d) Inform and be informed of the actions and initiatives to be undertaken by the **Digital Transformation Center**, with sufficient advanced notice, to establish proposals for collaboration and participation in them, undertaking the actions and providing the necessary resources.
- e) Disseminate the services and initiatives promoted by the **Digital Transformation Center** throughout its relationship environment, in order to multiply the impact of activities promoted by the Center.
- f) Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

A specific code of conduct / code of collaboration is yet to be developed by and for the consortium if deemed beneficial. Based on the ITP Prizren`s agreement with GIZ, consortium members and partners shall adhere to **principles** of transparency, fairness, openness, neutrality, inclusiveness and equal treatment. The **guidelines of the Principles for Digital Development** should be promoted, Namely:

- a) Design with the User
- b) Understand the Existing Ecosystem
- c) Design for Scale
- d) Build for Sustainability
- e) Be Data Driven
- f) Use Open Standards, Open Data, Open Source, and Open Innovation
- g) Reuse and Improve
- h) Address Privacy & Security
- i) Be Collaborative

**Anti-Corruption and Integrity Guidelines.** The members and partners of the consortium adhere to the following principles:

- Respect for and compliance with applicable anti-corruption legislation
- Prohibition of demanding, accepting, offering, granting or inducing direct or indirect bribes.

Furthermore, entities who fall under the **"IFC Project Exclusion List"** can be excluded from member-/partnership:

- a) Production or business activities that use forced labour or child labour in accordance with the ILO core labour standards.
- b) Production, use or trade of or with pharmaceuticals, pesticides / herbicides, chemicals, ozone-depleting substances and other dangerous substances falling under international exit or prohibition regulations.
- c) Trade in animals or animal products that are subject to the provisions of CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora).
- d) Commercial deforestation of primary wet forests.
- e) Production of wood or wood products from unsustainably managed forests (companies with less than 50% FSC-certified production are excluded, FSC "Forest Stewardship Council").

- f) Production and trade in weapons and important components for the production of weapons (anti-personnel mines, biological and chemical weapons, cluster bombs, radioactive ammunition, nuclear weapons).
- g) Controversial forms of gambling: operating casinos, manufacturing devices or other equipment for casinos or betting offices or companies that generate sales through online betting. (So-called "short odds" are seen as a "controversial form of gambling".)
- h) Any business activity that involves pornography.
- i) Production or distribution of racist, anti-democratic and / or neo-Nazi media.

## 5.2 BREACH

In the event that the Consortium Technical Committee identifies a breach by a Party of its obligations under this Consortium Agreement (e.g. improper implementation of the **Digital Transformation Center** service portfolio), the Project Manager or, if the Project Manager is in breach of its obligations, the Party appointed by the Consortium Technical Committee, will give formal notice to such Party requiring that such breach will be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Steering Committee may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation. If a substantial breach violates the principles mentioned under 5.1 (anti corruption or IFC Ist) and affects the whole or substantial parts of the consortium, the GIZ can take back the right of using its Digital Transformation Center brand from the ITP Prizren and thereby from the whole consortium.

## 5.3 SPECIFIC RESPONSIBILITIES REGARDING DATA PROTECTION

Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable laws, within the scope of the performance and administration of the **Digital Transformation Center** and of this Consortium Agreement.

In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.



## 6. LIABILITY TOWARDS EACH OTHER

### 6.1 LIMITATIONS OF CONTRACTUAL LIABILITY

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality.

A Party's liability shall not be limited to the extent such damage was caused by a willful act or gross negligence.

### 6.2 DAMAGE CAUSED TO THIRD PARTIES

Each Party shall be solely liable for any loss, damage or injury to third parties, and in particular to the users of the services provided by the Party through the Hub.

### 6.3 FORCE MAJEURE

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure.

Each Party will notify the Technical Committee of any Force Majeure without undue delay. If the consequences of Force Majeure for the **Digital Transformation Center** are not overcome within 3 weeks after such notice, the transfer of the services in which it is involved, - if any - shall be decided by the Consortium Technical Committee.

## 7. RESOURCES ALLOCATED TO THE PROVISION OF THE SERVICES OFFERED

The Parties signing this agreement may make technical and human resources available to **Digital Transformation Center** for the operation of the Digital Innovation Hub, as specified in the **Memorandum of Understanding (MoUs)** signed by each of the Parties and the Project Manager. The detail of the financial involvement agreed by the parties and reflected in the MoU should be considered as a tentative estimate of the resources needed for the deployment of the digitalisation drive activities over one year, without prejudice to possible deviations.

In any case, the availability of these needed resources, in no case implies a change in the conditions of ownership that they present in relation to their entities of origin.

Each member and partner of the **Digital Transformation Center** will cover the costs of the human resources assigned to internal activities of the Hub, or the provision of services to external users. This is without prejudice to the public or private funding sources that may be secured. The assignment of personnel to the provision of **Digital Transformation Center** services will not affect the employment relationship that the workers had in their institutions.

In the definition of the detail of the portfolio of services provided from the **Digital Transformation Center**, the Parties responsible for the implementation of each of the services offered will establish the economic and use conditions under which they will be offered. These conditions will be agreed among the Parties signatory to the consortium agreement.

## 8. GOVERNANCE STRUCTURE

The governance structure envisages the creation of the ITP's **Digital Transformation Center** with a subset of its offerings, members and partners as a **Digital Innovation Hub with a dedicated DIH business model**, governance model, consortium agreement and so forth.

The organisational structure of the **DIH consortium** shall comprise the following consortium bodies:

The **Steering Committee** is the body responsible for the consortium management and will address the actions to assure that the consortium meets its objectives and commitments and define the procedures and regulations to assure that the consortium proceeds in a proper, correct, and effective manner at all times.

The **Technical Committee (TC)** is in charge of the monitor the activities related to the technical deployment of the service portfolio.

The **Project Manager (PM)** is the legal entity acting as the intermediary between the Parties. The role of coordinator will be played by ITP Prizren. The Project Manager shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in this Consortium Agreement.

The **Working Groups (WG)** share information on the development of the services activities for joint monitoring and control, make decisions on new steps or corrections on issues that require the opinion from all the participants, a work group responsible for the preparation of reports and information requested by the Steering Committee.

A **Working Group** will be established for each of the service blocks: innovation ecosystem and networking, test before invest, support to find investment, and skills and training. Sub-groups may be established to tackle specific types of services, if the Technical Committee deems it appropriate.

Within the Working Group, mechanisms will be established for the allocation of the demands made by users with digitalisation needs among the Parties that are most suitable for the provision of the services.

The **Advisory Board (AB)**, if necessary, advises and facilitates the decisions made by the Technical Committee.

A graphical representation of the bodies involved in the governance structure is included as an Annex I.

## 8.1 MEMBERS OF THE GOVERNANCE BODIES

**Consortium Steering Committee (SC):** ITP Prizren (or, on its behalf, the related GIZ projects) provide two representant and one representant for each of the remaining Consortium partners.

The President shall be designated by ITP Prizren. The President shall chair all meetings of the Consortium Steering Committee, unless decided otherwise by the Consortium Steering Committee.

**Consortium Technical Committee (TC)** shall be composed by representants for each of the consortium members led by the President of the Steering Committee. ITP Prizren/GIZ provides two representatives with voice and vote, while the other members shall assign one representative for each of them.

**Project Manager (PM).** Assigned to ITP Prizren. The activities of the Project Manager may be assisted by additional staff assigned for this purpose by ITP Prizren. The set of resources managed under the supervision of the Project Manager will form the technical office.

**Working Groups (WG)** shall be formed by Parties involve in the provision of service portfolio, in accordance with the implications described in the MoU. Based on their relevance in the provision of the services covered by each service block, a Party will be selected to play the role of Working Group Leader. In addition, the Party in this role must propose a staff member to act as coordinator of the Working Group Manager (WGM). The entities that will play the role of WGM for each of the Working Groups are:

<b>Ecosystem building and networking</b>	Kosovo Chamber of Commerce
<b>Test before invest</b>	University "Ukshin Hoti" Prizren
<b>Digital training</b>	Kolegji Universum
<b>Funding support</b>	Innovation and Training Park (ITP)

In addition, in order to make more operational the Working Groups, according to the specific coordination needs that may exist within each of the working groups, several categories of members can be established, so that core members can have a higher degree of involvement in the day-to-day activities of the Working Groups, regarding to other supporting partners that are involved in the Working Groups' operations on a more sporadic basis.

**Advisory Board** shall be composed regional, national & international renowned experts in the fields of innovation, entrepreneurship, digitalization, and others. The Advisory Board may be set up at a later stage.

## 8.2 OPERATIONAL PROCEDURES FOR THE CONSORTIUM STEERING COMMITTEE:

### 8.2.1 REPRESENTATION IN MEETINGS

Any member of the Steering Committee:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

## 8.2.2 PREPARATION AND ORGANISATION OF MEETINGS

### Convening meetings:

The **Steering Committee** will meet at least once per semester, and whenever the President considers it necessary to discuss issues out of the yearly scheduled ordinary sessions, such as strategic planning, organization of the Consortium's Technical Committee meetings or the need to approach specific issues such as the appearance of critical risks, opportunities, or conflicts resolution, among others. The President will keep a straight and fluent communication with the Working Group Managers as well as with Parties' representants in the Committee.

### Agenda of the meetings:

The chairperson shall give written notice of a meeting to each member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting. The chairperson also shall prepare and send each member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting.

Any agenda item requiring a decision by the members must be identified as such on the agenda.

Any member may add an item to the original agenda by written notice to all of the other members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting. During a meeting the members present or represented can unanimously agree to add a new item to the original agenda.

Meetings of the Consortium Steering Committee shall preferably be held in person, and if this is not possible, they may be held by videoconference.

## 8.2.3 DECISIONS OF THE STEERING COMMITTEE

The Consortium Steering Committee, shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein.

The following decisions shall be taken by the Consortium Steering Committee:

- Strategic changes in the formulation of the typology of services to be provided by the **Digital Transformation Center DIH consortium**.
- Entry of a new Party to this **Digital Transformation Center DIH consortium agreement** and approval of the settlement on the conditions of the accession of such a new Party.
- Withdrawal of a Party from this **Digital Transformation Center DIH consortium agreement** and the approval of the settlement on the conditions of the withdrawal.

- Identification of a breach by a Party of its obligations under this Consortium Agreement.
- Declaration of a Party to be a Defaulting Party.
- Remedies to be performed by a Defaulting Party.
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto.

In the case of abolished tasks and responsibilities as a result of a decision of the Consortium Steering Committee, the members of the Steering Committee shall rearrange the tasks of the Parties concerned. The reassignment of tasks will take into account the capacities and the Parties' expertise, as well as the interests declared by the Parties in the MoU.

The ITP Association cannot be withdrawn from the Digital Transformation Center. Services outside of the here defined scope of a DIH and the according partnership agreements of ITP Prizren with entities in or outside the consortium are not covered under the agreement.

Decisions will only be binding once the relevant part of the minutes has been accepted.

## **8.3 OPERATIONAL PROCEDURES FOR THE CONSORTIUM TECHNICAL COMMITTEE:**

### **8.3.1 REPRESENTATION IN MEETINGS**

Any member of the Technical Committee:

- should be present or represented at any meeting;
- may appoint a substitute or a proxy to attend and vote at any meeting;
- and shall participate in a cooperative manner in the meetings.

### **8.3.2 PREPARATION AND ORGANISATION OF MEETINGS**

#### **Convening meetings:**

The **Technical Committee (TC)** will meet at least once per trimester called by the President SC and always under the SC's approval. The Technical Committee called to be informed about the progress in the provision of digitalisation activities, and approval relevant decisions such as changes in operative rules and norms, as well as the approval of previous year's management activities and final results.

### Agenda of the meetings:

The chairperson shall give written notice of a meeting to each Member as soon as possible and no later than 14 calendar days preceding an ordinary meeting and 7 calendar days preceding an extraordinary meeting. The chairperson shall prepare and send each Member an agenda no later than 14 calendar days preceding the meeting, or 7 calendar days before an extraordinary meeting. Any agenda item requiring a decision by the Members must be identified as such on the agenda.

Any Member may add an item to the original agenda by written notice to all of the other Members no later than 7 calendar days preceding the meeting and 2 days preceding an extraordinary meeting.

During a meeting of the Technical Committee the Members present or represented can unanimously agree to add a new item to the original agenda.

Meetings of the Consortium Technical Committee shall preferably be held in person, and if this is not possible, they may be held by videoconference.

### 8.3.3 DECISIONS OF THE TECHNICAL COMMITTEE

The Consortium Technical Committee shall be the **Digital Transformation Center DIH consortium** control and follow up body.

These shall be the main functions of the Technical Committee:

- Approve changes to the operation of the **Digital Transformation Center's** DIH specific plans.
- Approve and change **Digital Transformation Center DIH consortium's** functioning rules.

In the case of abolished tasks as a result of a decision of the Technical Committee, Members shall rearrange the tasks of the Parties concerned. The reassignment of tasks will take into account the capacities and the interests declared by the Parties in the MoU.



## 8.4 PROJECT MANAGER

The Project Manager shall be the intermediary between the Parties and shall perform all tasks assigned to it as described in this Consortium Agreement. In particular, the Project Manager shall be responsible for:

- Monitoring compliance by the Parties with their obligations under this Consortium Agreement.
- Setting annual goals according to the guidelines and scope of the **Digital Transformation Center**, if necessary, assisted by the Advisory Board.
- Preparation of annual activities plans, project execution objectives for the Steering Committee's approval and other requests from the Steering Committee.
- Keeping the address list of members and other contact persons updated and available
- Collecting, reviewing to verify consistency and submitting reports and specific requested documents.
- Preparing the meetings, proposing decisions and preparing the agenda of Technical and Steering Committee meetings, preparing the minutes of the meetings and monitoring the implementation of decisions taken at meetings.
- Transmitting promptly documents and information connected with the **Digital Transformation Center** to any other Party concerned.
- Providing, upon request, the Parties with official copies or originals of documents that are in the sole possession of the Project Manager when such copies or originals are necessary for the Parties to present claims.

If the Project Manager fails in its coordination tasks, the Steering Committee may propose to change the Project Manager. The Project Manager shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium.

The Project Manager shall not enlarge its role beyond the tasks specified in this Consortium Agreement.

Decisions taken by the Steering Committee will only be binding once the relevant part of the minutes has been accepted.

## 8.5 WORKING GROUPS (WG)

The **Working Groups (WG)** bring together the Parties that are involved in providing the services that are grouped under each of the four (4) blocks described in Section 9.

Each of the Working Groups, in addition to their leading entity, should have a Working Group manager, as a person responsible. The Working Group manager will be appointed by the leading entity for the internal coordination of the activities.

WG will meet at least once per trimester to share information for services control and monitoring and decide about any actions to be taken to correct deviations or accelerate advance. Independently from this, the Project Manager will have a fluent communication with all the Working Group managers and may settle meetings and other type of contacts whenever they may be required and minimum once a month.

If it is considered that for better effectiveness and efficiency of the Working Groups it is convenient to create a subgroup, it will be raised to the Technical Committee and it will be decided in the Steering Committee.

In particular, the Working Groups shall be responsible for:

- Share information on the development of the activities and services provided for joint monitoring and control.
- Make decisions on new steps or corrections on issues that require the opinion from all the participants.
- Definition of the criteria for assigning service demands to the most suitable provider
- Develop the details of the provision of each service.
- Preparation of reports and information requested the Steering Committee.

## 8.6 COMMON PROVISIONS FOR WORKING GROUPS MEETINGS, CONSORTIUM TECHNICAL COMMITTEE AND STEERING COMMITTEE

### 8.6.1 DECISIONS WITHOUT A MEETING

Any decision may also be taken without a meeting if

- a) the Project Manager circulates to all Members of the Committees a suggested decision with a deadline for responses of at least 10 calendar days after receipt by a Party
- b) and the decision is agreed by 51 % of all Parties.

The Project Manager shall inform all the Members of the outcome of the vote.

A veto may be submitted up to 15 calendar days after receipt of this information.

The decision will be binding after the Project Manager sends a notification to all Members. The Project Manager will keep records of the votes and make them available to the Parties on request.

### **8.6.2 VOTING RULES AND QUORUM**

The Committees shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum).

If the quorum is not reached, the chairperson of the Committee shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an immediate extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

Each Member present or represented in the meeting shall have one vote.

A Party which the Committee has declared a Defaulting Party may not vote.

Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

### **8.6.3 VETO RIGHTS**

A Party which can show that its own work, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the Committees or Working Groups may exercise a veto with respect to the corresponding decision or relevant part of the decision.

When the decision is foreseen on the original agenda, a Party may only veto such a decision during the meeting.

When a decision has been taken on a new item added to the agenda before or during the meeting, a Party may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.

When a decision has been taken without a meeting a Party may veto such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.

In case of exercise of veto, the Parties shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

A Party requesting to leave the consortium may not veto decisions relating thereto.

#### **8.6.4 MINUTES OF MEETINGS**

The chairperson shall produce minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send draft minutes to all Members within 10 calendar days of the meeting.

The minutes shall be considered as accepted if, within 15 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice.

The chairperson shall send the accepted minutes to all the Members, and to the Project Manager, who shall retain copies of them.

### **8.7 ADVISORY BOARD**

An Advisory Board could be appointed by the Steering Committee. The Advisory Board assists and facilitate the decisions made by the Technical Committee, or the Steering Committee.

The Project Manager will ensure that a non-disclosure agreement is executed between all Parties and each Advisory Board member.

The Project Manager shall write the minutes of the Advisory Board meetings and submit them to the Committee concerned by the issue addressed by the Advisory Board. The Advisory Board members shall be allowed to participate in Committee's meetings upon invitation but have not any voting rights.

## **9. SERVICE PORTFOLIO**

The activity of **Digital Transformation Center** will materialize in the implementation of the offer of services and the implementation of specific actions that can serve as support for the development and strengthening of the productive sectors, and in particular to accelerate the digital transformation process in main sector of the Kosovar economy is supported by partners with competences in key digital technologies.

This consortium agreement specifically covers services in the "Technology for Business" pillar of the Digital Transformation Center as well as related services as part of its DIH service blocks – as defined in the consortium business plan. The implementation of the service blocks will be supported by the Working Groups that are articulated within the framework of the project, and that will correlate with the theme of the services implemented in each of the blocks.

The estimated level of involvement of each of the Parties in the deployment of the DIH specific service portfolio is set out in the MoU signed by each of the Parties.

### **BLOCK 1: INNOVATION ECOSYSTEM AND NETWORKING**

This block of services aims to strengthen the collaboration ecosystem in which **Digital Transformation Center** is part of. Within the framework of this block of services, actions related to the organization of awareness, dissemination or brokerage events are considered.

As part of the services to boost the ecosystem, participation in an online community is promoted to facilitate the contact of agents interested in issues related to the digitalization.

In addition to the efforts to promote networking from **Digital Transformation Center**, work will be done on the configuration of a strategic vision so that DIH acts as a technological observatory that analyzes the trends that are registered in the field of digitalisation and incorporates best practices.

The catalogue of innovation ecosystem and networking also offered support for entrepreneurship and business acceleration, focused on start-up initiatives related to technologies that enable digital transformation.

### **BLOCK 2: TEST BEFORE INVEST / TECHNOLOGY SERVICES**

The activities articulated around the technological services that will be promoted from the **Digital Transformation Center** cover aspects such as the provision of technological consulting services or the use of facilities and equipment that members make available to DIH.

The **Digital Transformation Center's** members and partners have complementary and diverse competencies. This makes it possible to adapt the offer of technological services to the specific needs of each case.

The possibility of accessing a catalogue of infrastructures and equipment facilitates the incorporation of these technological services so that users know the specific benefits derived from the implementation of digital technologies, under a premise of testing before investing (test before invest).

### BLOCK 3: SUPPORT TO FIND INVESTMENT

The offer of support to find investment services make it possible to capture the value derived from the use of technologies that enable digital transformation. From a material point of view, the catalogue of support to find investment services offered are related to the following areas:

- Funding advice to deploy digital solutions: advisory service about funding opportunities
- Proposal Management Services: Comprehensive Technological and/or R&D proposal processing service

For this, the members and partners of the **Digital Transformation Center** involve in the type of services will work on the definition of project ideas, the constitution of consortiums and the elaboration of proposals to be submitted to several funding programmes.

### BLOCK 5: SKILLS AND TRAINING

The **Digital Transformation Center** offer of services includes activities related to strengthening the capacities of human resources, through education and training.

To this end, the **Digital Transformation Center** will support the implementation of a program of training actions, both face-to-face and online, that take into account the needs of employed people. To this end, the **Digital Transformation Center** will promote training activities through short-term training programs that are compatible with the labour duties.

## 10. RESULTS OF THE ACTIVITIES DEVELOPED

Certain services of a technological nature to be performed by the **Digital Transformation Center** could entail complex developments that result in new products, new services or marketable results. The following considerations arise with regard to this issue.

### 10.1 OWNERSHIP OF RESULTS

Results are owned by the Party that generates them.

### 10.2 TRANSFER OF RESULTS

Each Party may transfer ownership of its own Results, including its share in jointly owned Results.

The transferring Party shall, however, at the time of the transfer, inform the other Parties of such transfer and shall ensure that the rights of the other Parties under the Consortium Agreement will not be affected by such transfer.

The obligations above apply only for as long as other Parties still have - or still may request - Access Rights to the Results.

## 11. NON-DISCLOSURE OF INFORMATION

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the **Digital Transformation Center** during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure, for a period of 5 years after the end of the **Digital Transformation Center**:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the **Digital Transformation Center** and shall ensure that they remain so obliged, as far as legally possible, during and after the conclusion of the activities developed by the **Digital Transformation Center**.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information



- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

## 12. MISCELLANEOUS

The Parties agree to abide by all decisions of the Consortium Steering Committee.

This does not prevent the Parties from exercising their veto rights, according to Section 8.6.3, or from submitting a dispute for resolution in accordance with the provisions of settlement of disputes in Section 12.7 of this Consortium Agreement.

The award of the arbitration will be final and binding upon the Parties.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

### 12.1 ATTACHMENTS, INCONSISTENCIES AND SEVERABILITY

This Consortium Agreement consists of this core text and the Attachment 1 (Accession document). In case of conflicts between the attachment and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

### 12.2 FORMAL AND WRITTEN NOTICES

Any notice to be given under this Consortium Agreement shall be addressed to the recipients as listed in the most current address list kept by the Project Manager.

Any change of persons or contact details shall be immediately communicated to the Project Manager by written notice. The address list shall be accessible to all Parties.

If it is required in this Consortium Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with acknowledgement of receipt.

Where written notice is required by this Consortium Agreement, this is fulfilled also by other means of communication such as e-mail with acknowledgement of receipt.

### **12.3 ASSIGNMENT AND AMENDMENTS**

No rights or obligations of the Parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior formal approval.

Amendments and modifications to the text of this Consortium Agreement require a separate written agreement to be signed between all Parties.

### **12.4 MANDATORY NATIONAL LAW**

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

### **12.5 LANGUAGE**

This Consortium Agreement is drawn up in English.

### **12.6 APPLICABLE LAW**

This Consortium Agreement shall be construed in accordance with and governed by the laws of Kosovo excluding its conflict of law provisions.

### **12.7 SETTLEMENT OF DISPUTES**

The Parties shall endeavour to settle their disputes amicably.

Potential conflicts amongst Parties shall be identified and analyzed at the corresponding board level (from the WP-leaders level upwards). If a conflict cannot be solved at a given level, it will be raised to the next level following the hierarchy: WG Managers (WGMs) -> Project Manager (PM) -> President of the Steering Committee (PST) -> Steering Committee (SC). In case of serious disputes, once alerted and given that the Project Manager is not capable of solving the dispute, the President of the Steering Committee will be informed.

If considered necessary, because advice is required or decisions' character are beyond his attributions, the President of the Steering Committee will call an extraordinary Steering

Committee meeting to resolve the conflict as quickly as possible, preferably within 21 days from the notification by the Project Manager.

If this is not achieved, the Steering Committee will meet in an emergency meeting, in which a minimum of 5/7 of the members shall attend/be represented. This meeting will attempt to achieve full consensus on the resolution of the issue but in case of failure, a majority vote will be taken, giving the President of the Steering Committee casting vote, if necessary.

In case of persistent and serious conflict, which may jeopardize the continuation of the **Digital Transformation Center**, the President of the Steering Committee will consider other external options, seeking external advice. As a last resort, the conflict will be dealt with via an arbitration procedure agreed. The decision of the arbitration will be final and binding upon the Parties concerned.

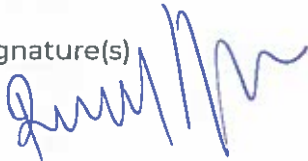
## 13.SIGNATURES

### AS WITNESS:

The Parties have caused this Consortium Agreement to be duly signed by the undersigned authorised representatives in separate signature pages on 24<sup>th</sup> of November 2022.

Innovation And Training Park (ITP) Prizren

Signature(s)



Name(s): Muhamed Rexhepi

Title(s): Authorized Representative

Date 24.11.2022

Kosovo Research and Education Network (KREN)

Signature(s)



Name(s)

AGIM KUKA

Title(s)

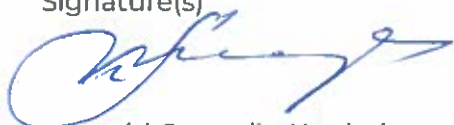
Director

Date

24.11.2022

University "Ukshin Hoti" Prizren

Signature(s)



Name(s) Samedin Krrabaj

Title(s) Rector

Date 24.11.2022

Kolegji Universum O.P.

Signature(s)



Name(s) Alejtin Berisha

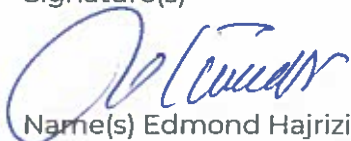
Title(s) President and CEO

Date 24/11/2022



UBT University. Education for Business and Technology

Signature(s)



Name(s) Edmond Hajrizi

Title(s) CEO

Date 24/11/2022



Makerspace Innovation Center Prizren

Signature(s)

A handwritten signature in blue ink, appearing to read "Enis Qafeleshi".

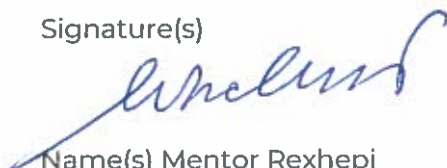
Name(s) Enis Qafeleshi

Title(s) Executive Director

Date 24/11/22

VENTURE-UP

Signature(s)




Name(s) Mentor Rexhepi

Title(s) Executive Director

Date 24/11/2022

ALT, SHPK

Signature(s)



Name(s): Luftar Braha

Title(s): CEO

Date 24.11.2022

ADVANCED SYSTEMS AND TECHNOLOGIES, SHPK (ASTECH)

Signature(s)



Name(s) Iris Damani

Title(s) Authorized Representative

Date 24/11/2022



QUANTIX, LLC

Signature(s)

A handwritten signature in blue ink, appearing to read "Blerta Salihu Krasniqi".

Name(s) Blerta Salihu Krasniqi

Title(s) Authorized Representative

Date 24-11-22

PROCREDIT BANK KOSOVO

Signature(s)

*Eriola Bibolli*

Name(s) Eriola Bibolli

Title(s) CEO

Date 24.11.22

SHKOLLA DIGJITALE SHPK

Signature(s)



Name(s) Arianit Tershnjaku

Title(s) Manager

Date 24/11/2022



CODERS' HUB KOSOVO

Signature(s)

*[Handwritten signature]*

Name(s) Lisa Duschek

*[Handwritten signature]*

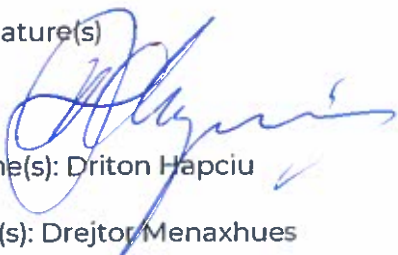
Title(s) Representative

Date

*24/11/2022*

CACTUS Education

Signature(s)



Name(s): Driton Hapciu

Title(s): Drejtor Menaxhues

Date

24/11/2022

KOSOVO CHAMBER OF COMMERCE

Signature(s)

Muhamer

Name(s) Muhamer Nuridini

Title(s) Authorized Representative

Date

24.11.2022

Ericsson Nikola Tesla d.d Branch office  
of Kosova

Signature(s)



Name(s): Besar Spahija

Title(s) Director

Date

24.11.2022

## Attachment 1: Accession document

ACCESSION

of a new Party to

**DIGITAL TRANSFORMATION CENTER Consortium Agreement, version [..., YYYY-MM-DD]**

[OFFICIAL NAME OF THE NEW PARTY]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE MANAGER COORDINATOR]

hereby certifies that the consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

## Annex I. Graphical representation of the structure of governance bodies

