

NOVA UNIVERZA, Delpinova 18 b, 5000 Nova Gorica, tax ID No.: 86426494, registration ID number: 3420825000, represented by Nina Pegan, LL.M.

and

Kolegji ESLG, Veternik p.n (Te Genci Rol), 10510 Hajvali, Pristina, Kosovo

hereby enter into the following

ASSOCIATION AGREEMENT

Article 1

As of the date of the signing hereof, the **Kolegji ESLG** faculty shall become an associate member of Nova univerza.

The contracting parties hereby establish that the associate member meets all of the conditions stipulated by the Higher Education Act Nos. 67/1993, 13/1994, 39/1995 - Const. Court decision, 18/1998 - Const. Court decision, 35/1998 - Const. Court decision, 99/1999, 64/2001, 100/2003, 63/2004, 94/2006, 15/2008 - Const. Court decision, 64/2008, 59/2007 - ZŠtip, 86/2009, 34/2011 - ZUPJS, 78/2011, 62/2010 - Const. Court decision 40/2011 - ZUPJS-A, 40/2012 - ZUJF, 57/2012 - ZPCP-2D, 109/2012, 85/2014, and 75/2016 and the Articles of Association of Nova univerza for association with Nova univerza, i.e.:

- based on the decision on registration into the register of independent higher education institutions of the Kosovo higher education accreditation agency (KAA), i.e. **Decision No. 799/16 of the Kosovo Accreditation Agency dated 5 September 2016; duration: 1 October 2016–30 September 2021**, the associate member meets the conditions for the pursuit of the higher education activity in the fields of study;
- according to the KLASIUS-P classification, the associate member has the following fields of study defined: 3801 (Law), 3809 (Law (other)), 3800 (Law (broad programmes) and 5220 (Electricity and energy (broad programmes);
- the associate member provides higher education teachers and associates as well as researchers appointed to the title for the implementation of its study, research and development or art programme;
- the associate member has ensured all material conditions for the implementation of its study and research and development programme according to the applicable regulations and criteria;
- the associate member is financially autonomous and independent, and possesses the premises and equipment for the implementation of its programme as well as staff that meets the requirements of the university.

Article 2

By way of this Agreement, the contracting parties arrange their mutual relations in terms of rights and obligations.

The contracting parties hereby lay down the common premises underlying their mutual relations laid down herein:

- associate membership of a candidate in Nova univerza represents a contractual relationship between the university as a private higher education institution, i.e. a private-law entity, pursuant to Article 12 of the Higher Education Act (ZViS), which stipulates that associate members may join the university as independent higher education institutions;
- the conditions for association and the arrangement of relations between Nova univerza and the associate member are laid down pursuant to the ZViS in the Articles of Association of Nova univerza and this Agreement and represent a mandatory basis for the interpretation hereof;
- the act of association does not change the legal status of Nova univerza as a private university nor the legal status of the associate member as an independent legal entity under private law;
- the act of association does not change the method of financing of study programmes of the associate member which remains the same as prior to the association with Nova univerza;
- both parties hereby accept the rights and obligations that affect their applicable basic general and planning acts, which is why each contracting party hereby accepts the obligation to correspondingly amend or supplement its basic general and planning acts;
- the associate member hereby accepts the obligation to implement the academic standards of Nova univerza in the area of study and research activity and undertakes to harmonise the rules in its general acts, which govern the area of study and research activity, with the corresponding acts of Nova univerza and to do so within the deadlines stipulated herein;
- the associate member hereby becomes a part of Nova univerza in the scope and in the manner stipulated herein and in the changed and amended general and planning acts of Nova univerza and of the associate member;
- Nova univerza hereby does not assume any financial or pecuniary obligations, while the associate member assumes those financial obligations that relate to the payment of joint expenses in accordance with this Agreement.

Article 3

The establishment of relations stipulated herein represents an expansion of the activities of Nova univerza in the area of electricity and energy, while it represents the association with Nova univerza for the associate member.

The contracting parties enter into this Agreement based on their mutual belief that operation within the scope of the relations stipulated herein and based on the changed and amended basic and planning acts in accordance with this Agreement brings them the following advantages or in order to realise the following objectives:

- joint development of study programmes within the scope of Nova univerza, which includes participation of higher education teachers of both parties in the preparation, accreditation and implementation of new and supplementation of existing accredited study programmes;
- joint development of the research activity or cooperation of the researchers of both parties in the applications for and implementation of research and development programmes in the field of art and other fields, programmes and projects associated with art;
- joint development of interdisciplinary study programmes within the scope of Nova univerza, which includes participation of higher education teachers of both parties in the preparation, accreditation and implementation of new and supplementation of existing accredited interdisciplinary study programmes according to an agreement between the members of Nova Univerza and the associate member, i.e. in accordance with the rules of Nova univerza on the implementation of interdisciplinary study programmes;
- participation of higher education teachers of both parties in the preparation and implementation of study programmes in other fields of study in accordance with the expressed interests and agreements;
- the flow of higher education teachers of both parties in the preparation and implementation of study programmes in other fields of study in accordance with the expressed interests and agreements;
- the flow of higher education teachers and researchers of both parties in accordance with the mutually expressed interests and agreements based on the premise that Nova univerza and the associate member do not represent competition to one another within the meaning of the prohibition of competition under labour legislation;
- establishment of conditions for the realisation of internal options for the selection of subjects within the scope of the ECTS system and thereby the expansion of the offer for the purposes of student mobility;
- exchange of information and cooperation in the area of international networking of the higher education and research activity in the field of art;
- establishment of habilitation fields for the appointment of higher education teachers, associates and researchers to the title in the fields provided by Kolegji ESLG.

The realisation of advantages and common objectives referred to in the preceding paragraph shall represent the basis for the interpretation hereof.

Article 4

The associate member shall hereunder be obliged to:

- observe the rules of Nova univerza that lay down the academic standards and procedures in the area of the study and the research activity as well as harmonise its own general and planning acts in the fields, which are stipulated herein, with the general and planning acts of Nova univerza;
- be represented and participate in the bodies of Nova univerza in line with the principle of proportionality and in the manner stipulated by the general acts and the Articles of Association of Nova univerza;
- participate with its higher education teachers and assistants and researchers in the implementation of the educational and research activity of Nova univerza in the manner laid down in accredited study programmes and development projects accepted for financing;
- appoint its higher education teachers, associates and researchers to the title at Nova univerza according to the procedure and criteria that apply to Nova univerza.

Article 5

The associate member shall hereunder be obliged to:

- observe the rules of Nova univerza that lay down the academic standards and procedures in the area of the study and the research activity as well as harmonise its own general and planning acts in the fields, which are stipulated herein, with the general and planning acts of Nova univerza;
- agree on the planning and use of HR capabilities in the area of development and implementation of the study activity based on the chancellor's consent;
- ensure the functioning of a single credit system and quality system for educational and scientific research work in accordance with the rules that lay down academic standards and the procedure at Nova univerza;
- joint annual and medium-term planning, meaning that it shall cooperate in the preparation and adoption of the annual and medium-term work plan;

- provision of information and data required for the functioning of the joint system and evaluation of quality as well as the assurance of supervision over the implementation of the rules and standards of Nova univerza;
- appoint its higher education teachers, associates and researchers to the title at Nova univerza according to the procedure and criteria that apply to Nova univerza.

Article 6

The associate member may agree with Nova univerza based on a contract on the payment of a consideration to implement any other of the joint tasks of the Rector's Office of Nova univerza, which are defined in the acts of Nova univerza.

The associate member and Nova univerza shall agree on the types and scope of services referred to in the preceding paragraph once a year upon the adoption of the annual plan.

The contract referred to in the preceding paragraph shall be valid when the Management Board of Nova univerza issues its consent for the contract.

Article 7

The contracting parties hereby agree that the associate member shall hereunder also acquire the following rights:

- to use the IT system and library system of Nova univerza in a manner agreed by Nova univerza and the associate member separately in a contract on the payment of a consideration;
- to use the research equipment of the university in the implementation of joint research projects and programmes with a university member and to do so in a manner agreed by Nova univerza and the associate member separately in a contract on the joint implementation of a research project.

The associate member and Nova univerza shall agree on the types and scope of services referred to in the preceding paragraph in separate contracts.

Article 8

In order to acquire the rights referred to in Article 4, the associate member shall pay Nova

univerza the amount of 1.000 euros per year.

In return for the services referred to in Articles 6 and 7, i.e. provided the parties agree on them, the associate member shall pay a contribution that shall be calculated according to the price list.

Article 9

After the conclusion of this Agreement, the first next call for enrolment into study programmes in the new academic year shall be carried out for associate member within the scope of Nova univerza provided conditions laid down in the applicable regulations in the area of higher education are met.

If all conditions laid down in the applicable regulations in the area of higher education of Kosovo and Slovenia are met, the students enrolled in the study programmes of the associate member whose call for enrolment is carried out within the scope of Nova univerza shall acquire the status of students of Nova univerza who shall be issued a diploma on the publicly obtained education at Nova univerza by Nova univerza after they have fulfilled the prescribed obligations.

The call for enrolment for franchise programs will be issued by Nova univerza and the call for enrolment for non-franchise programs will be issued by associated member in accordance with regulations and administrative directives of Kosovo.

Students who are already enrolled at the associate member shall fulfil their study obligations and acquire a diploma document at the associate member under unchanged conditions.

Article 10

The status of the associate member's employees under labour law shall not change under the Association Agreement. Their employer shall continue to be the associate member as a legal entity.

The employees of the associate member and of Nova univerza may conclude supplementary and part-time employment contracts and contracts for copyright work or work contracts in accordance with mutual agreements reached subject to the established needs and interests.

As of the date of the conclusion hereof, it shall be deemed that the associate member and Nova univerza are not in a competitive relationship meaning that the rule on the prohibition of competition under labour law shall not apply.

Higher education teachers and researchers of the associate member shall keep the valid

appointment to the title until the expiry of the appointment period. As of the date of the signing hereof, the higher education teachers and researchers of the associate member shall acquire the right and obligation to initiate procedures for the re-appointment to the title at Nova univerza according to its criteria and procedures.

Article 11

The Chancellor of Nova univerza shall formulate opinions regarding the proposal of the candidate for a Dean of the associate member which they shall submit to the Senate of the associate member. A repeated candidacy of a candidate who has already received a negative opinion from the Chancellor of Nova univerza may represent the cause for withdrawal from the Agreement.

Article 12

Higher education teachers, researchers, associates and students of the associate member shall – based on the signed Association Agreement – acquire the right to election and membership in the bodies of Nova univerza in the manner and scope and as of the date laid down in the amendments to the Articles of Association of Nova univerza.

The election of supplementary members of the bodies of Nova univerza shall be carried out within the deadline laid down by the changes and amendments of the Articles of Association of Nova univerza.

Article 13

The contracting parties undertake to initiate the procedure for the change and amendment of basic and general acts no later than within 30 days after the signing hereof and to complete it no later than within six months after the conclusion hereof.

The contracting parties undertake to implement the changed and amended annual planning acts with the start of the following annual planning period and to implement the changes and amendments of medium-term planning acts within one year of the conclusion hereof.

The associate member undertakes to realise the development of study programmes within the scope of Nova univerza and its development strategy.

Nova univerza undertakes to expand its activities in the fields, which are provided by Kolegji ESLG, in cooperation with the associate member, while it undertakes to implement

interdisciplinary study programmes with participation (programmes of the new member) as a priority in cooperation with its members and the associate member.

Article 14

After the conclusion hereof, the associate member shall remain a legal entity with the authorisations it had prior to the association, i.e. with all obligations and rights (including the concession right) it had in legal relationships with third parties and as the employer of its employees.

With the exception of the name of the associate member, all status characteristics of the associate member, which were entered in the register of companies as at the date of the conclusion hereof such as the activity, registered office, assets, representatives, authorisations in legal transactions, liability for obligations, shall remain unchanged. Based on the amendments to the basic acts of both parties, the name of the associate member shall be changed to read:

Kolegji ESLG, independent higher education institution, associate member of Nova univerza.

The associate member shall acquire the right to use the new name after the entry into force of the changes and amendments of the basic and general acts of both parties, i.e. on the day stipulated by the said acts.

Article 15

As of the date of the signing hereof, the associate member may appoint its representative in the working bodies of Nova univerza and the Senate of Nova univerza.

Article 16

The association hereunder shall be for an indefinite period of time.

The eventual winding up of associate membership shall be possible based on an amicable agreement reached in the manner laid down in the general acts of Nova univerza.

Irrespective of the preceding paragraph, associate membership in Nova univerza may be terminated based on the termination of either contracting party whereby the notice period shall be of one year and the termination shall be possible for justified reasons.

Justified reasons hereunder shall include:

- the failure to realise the premises, advantages and objectives laid down in Articles 2 and 3 hereof;
- the violation of the rights and obligations hereunder or the rules laid down in the basic general and planning acts of Nova univerza or of the associate member.

In the event of the termination of associate membership, students who began studies at the associate member shall complete their studies in accordance with the conditions applying upon enrolment.

The rules of the law of obligations shall apply to the rescission hereof.

Article 17

The contracting parties agree that they shall attempt to resolve all disputes arising from this Agreement amicably through direct agreements between the authorised representatives of both parties.

If an agreement is not possible, the disputes shall be decided on by the court with subject matter jurisdiction in Ljubljana.

Article 18

This Agreement is drawn up in four (4) identical copies, of which each contracting party receives two (2) copies.

Any amendment hereof shall be agreed in writing in the form of an annex.

Number: AM-01/18-3

Date: 13.2.2018

Nova univerza

Representative: NINA PEGAN, MAG. PRAV., DIREKTOR

Signature

Pegan



Date: 19.02.2018

Kolegji ESLG

Representative: Dr. Visar Hoxha, Director

Signature

V. Hoxha

