





### REPUBLIKA E SHQIPËRISË UNIVERSITETI I SPORTEVE TË TIRANËS SENATI AKADEMIK

Nr 549/ Prot.

Tiranë, më <u>1602</u> 2023

Nr. 28 VENDIM Nr. 28 datë 16-02

## PËR NËNSHKRIMIN E MARRËVESHJES SË BASHKËPUNIMIT ME UNIVERSITETIN "G.D'ANNUNZIO", CHIETI-PESCARA, ITALI

Mbështetur në Ligjin nr. 80/2015 'Për Arsimin e Lartë dhe Kërkimin Shkencor në Institucionet e Arsimit të Lartë në Republikën e Shqipërisë", neni 3, pika 4, gërma "c" si dhe në Statutin e Universitetin të Sporteve të Tiranës neni 20, pika "s", Senati Akademik në mbledhjen e tij të datës 16/02/2023,

#### VENDOSI:

- 1. Miratimin e nënshkrimit të marrëveshjes së bashkëpunimit me Universitetin "G.D'Annunzio", Chieti Pescara, Itali.
- **2.** Ky vendim i përcillet Drejtorisë së Zhvillimit të Programeve dhe Digjitalizimit të Shërbimeve Akademiko-Shkencore për publikim në website zyrtar të institucionit.
- 3. Ky vendim hyn në fuqi menjëherë.

KRYETAR I SENATIT

Prof.Dr. AGRON KASA







### **COOPERATION AGREEMENT**

**BETWEEN** 

### THE UNIVERSITY "G.D'ANNUNZIO" OF CHIETI-PESCARA

AND

#### SPORTS UNIVERSITY OF TIRANA

The University "G.d'Annunzio" of Chieti-Pescara
(Via dei Vestini 31- 66100 Chieti, Italy – <a href="www.unich.it">www.unich.it</a>),
represented by its Rector, Prof. Sergio CAPUTI,
and the Sports University of Tirana
(Muhamed Gjollesha Street, Tirana -Albania – <a href="www.ust.edu.al">www.ust.edu.al</a>)
represented by its Rector, Prof.Dr. Agron KASA
hereinafter referred to as the Parties,

**DECLARING** their mutual interest in the fields of research and education, training, development, transfer of technology, and dissemination of knowledge on long-term non-commercial basis;

**RECOGNIZING** the importance of the universities' role in the promotion of international cooperation, equality, and social development;

AGREE to develop a closer cooperation between their institutions, promoting all possible initiatives, joint projects and exchanges, along the lines set out in the following Articles.

#### Article 1

The cooperation shall be pursued, on a basis of equality and reciprocity in all areas of mutual interest regarding scientific research, higher education and social development, with special respect to sport, physical activity and education, human movement and health sciences, in their various scientific, technical and social aspects, implications, and potentialities.

## Article 2 FORMS OF COOPERATION

The following forms of cooperation may be pursued:

a) exchange of scientific information and publications, documentation, study materials and other information regarding scientific, educational, technical, organizational, international or other issues;





- exchange of students, both graduate and undergraduate, and of teaching and administrative staff,
   based on specific protocols to be established separately;
- c) collaborative research and development of joint projects, with special reference to EU or other international programs;
- d) development of joint educational initiatives, such as seminars, international meetings, intensive programs and full joint curricula;
- e) exchange visits for periodic consultation, as a rule once a year;
- f) Any other cooperation efforts as appropriate.

#### Article 3

#### **EXECUTIVE PROTOCOLS**

The Parties will develop and implement separately specific forms of cooperation based on this agreement and outline them in executive protocols, specifying the nature of joint activities and the financial and other arrangements for their implementation. Any student mobility agreement will require an additional protocol between Parties.

## Article 4 LIAISON OFFICE

For the implementation of this Agreement, each Party will be represented by a liaison office, namely:

- University of "G.d'Annunzio" of Chieti-Pescara, International Relations Office, via dei Vestini 31, 66100 Chieti, Italy (agreements@unich.it);
- Sports University of Tirana, International Relations Office, Muahmed Gjollesha Street, Tirana Albania (contact@ust.edu.al).

## Article 5 ASSISTANCE AND SUPPORT

Each Party, in accordance with respective agreements and regulations, shall ensure all possible assistance and support to scholars and other representatives of the partner university visiting the institution.

#### Article 6

#### INSURANCE AND EMERGENCY HEALTH

Scholars and other exchange visitors sent by one University to the other must have both medical and accident insurance. This may be provided either by their home institution according to own regulation or may be directly set up by the interested person, through the stipulation of a policy with an insurance company guaranteeing the above-mentioned risks.

## Article 7 INTELLECTUAL PROPERTY

All background intellectual property will remain the ownership of the originating institution. Access to such property by the other Party will require case-by-case negotiation. Any new intellectual property arising from or within this cooperation will as a rule be owned by the Party responsible for its generation. Different agreements will be possible on a case-by-case basis and, especially in the case of joint teaching or research activities, will need to be set out in separate protocols. Any license for the exploitation of intellectual property





will require case-by-case negotiation.

## Article 8 USE OF LOGOS

Neither Party shall use the name and logo of the other in any form of publicity or promotional material without the written consent of the other Party.

## Article 9 DATA PROTECTION

For the purposes of present Cooperation Agreement, the University of "G.d'Annunzio" of Chieti-Pescara, shall apply Regulation (EU) 2016/679 (hereinafter GDPR) and the Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018 (hereinafter Italian Privacy Code) and the Sports University of Tirana shall apply the Law No. 9887 dated 10.03.2008, as amended by the Law No. 48/2012, date 26.04.2012.

If the activities referred to in article 2 will imply sharing/transfer of personal data, at the moment of executive protocols implementation, the Parties shall put in place a Data Transfer Agreement (DTA) where it will be specified their respective responsibilities and roles deriving from the processing of personal data.

The Parties shall ensure that sharing/transfer of personal data shall be carry out only under the specific conditions set out in Chapter V of the GDPR.

## Article 10 EQUAL OPPORTUNITIES POLICY

The Parties shall not discriminate against any person based on gender, age, physical aspect or disability, ethnicity or national origin, social or family status, sexual orientation, religion, political opinions, or other personal aspects and conditions.

## Article 11 TERMS AND CONDITIONS

This Agreement is subject to approval by competent authorities, according to the national laws applying to each Party. The Agreement shall become effective when both Parties have signed it.

## Article 12 VALIDITY AND RENEWAL

This Agreement shall remain in force for five years and be automatically renewed for a further period of equivalent duration, unless terminated by either Party with a written notice twelve months in advance. If not renewed, the Agreement expires and ceases its effects, though without prejudice to any ongoing activities, which will continue as planned until conclusion, unless otherwise agreed.





## Article13 SETTLEMENT OF DISPUTES



# STUDENT EXCHANGE AGREEMENT Between

UNIVERSITA' DEGLI STUDI G. D'ANNUNZIO DI CHIETI PESCARA (Italy) – And
UNIVERSITY OF ... ... (... ...)

Università "G. d'Annunzio" di Chieti-Pescara (UdA), whose registe	ered of	fice is located at Via	ı de
Vestini n. 31 - 66100 Chieti, Italy, legally represented by its Rector,	Prof.	Sergio Caputi and	the
, located at,	legall	y represented by	its
,Prof.		considering	the
development of cultural and scientific cooperation to be of mutual a	dvanta	ge to both Universi	ties.
and aiming at reinforcing such cooperation, agree upon the following	ooints:		

#### GENERAL PRINCIPLES

This Agreement is made between UdA and ..... with the aim of:

- 1. facilitating reciprocal student exchanges
- 2. enhancing student curricula through study experiences abroad
- 3. regulating the procedures of such exchanges in accordance with the conditions indicated below.

#### PROCEDURES FOR STUDENT EXCHANGE

- Art. 1: The above-mentioned institutions will select from their own students those, whom they deem suitable to take part in the study abroad programme according to pre-determined criteria.
- Art. 2: The duration of the exchange should not be shorter than two months nor exceed one academic year. The duration of the exchange, as well as the conditions under which it is proposed, will be agreed upon according to the parties' needs and requests.
- Art. 3: Both institutions will keep a reasonable balance in the number of students exchanged. All the details of the student exchange are defined in the Annex A.

### APPLICATION, REGISTRATION AND ACADEMIC REQUIREMENTS

- Art. 4: Selection of candidates will be made by the home institution. Exchange students will be in good academic standing. Exchange students must be currently registered at the home institution at the time of application.
- Art. 5: Any exchange student whose first language is not the one of the host institutions will be required to demonstrate he/she has sufficient language proficiency to fulfil the host institution's admissions requirements.
- Art. 6: The host institution has the right to decline to accept, or to withdraw from the programme at any time, exchange students it determines are not in good academic standing. The host institution will advise the home institution of any such withdrawal from the programme.



- **Art. 7:** Neither the home institution nor the host institution will exclude students from participation in the exchange on the grounds of age, disability, gender, race, religion/belief, marital status or sexual orientation.
- **Art. 8:** Exchange students from the home institution will complete any required application and registration forms of the host institution. Both institutions will send all the necessary forms and information to the home institution well in advance and will notify the home institution of the progress of the exchange students' application and registration materials.
- **Art. 9:** Exchange students at the host institution will have an advisor who will serve as their primary point of contact.
- **Art. 10:** Exchange students will be enrolled in appropriate level courses at the host institution, on a full time basis.

#### ATTENDANCE OF FOREIGN STUDENTS AT THE HOST INSTITUTION

- Art. 11: At the host institution, students will be allowed to do the following:
  - a) attend classes and take respective exams at the end of the course
  - b) pursue research activities aimed at the production of a dissertation
- Art. 12: The study abroad periods shall be part of the student's home institution degree programme.
- Art. 13: Activities carried out during the exchange period will be approved by the competent authorities that will establish in advance which modules belonging to the student's degree programme can be taken abroad, specifying, if possible, the name of the host institution equivalent module.

  The attended courses will be recorded as part of the student's academic career, according to the current regulations of the home institution. At the end of the exchange period, the host institution will issue a Transcript of Record specifying the activities carried out and which will have to be sent directly to the home institution within one month.
- Art. 14: Exchange students at the host institution will have all the rights and privileges enjoyed by other students on that campus.
- Art. 15: Exchange students are expected to maintain full-time enrolment and to follow the academic regulations, codes of conduct, policies and procedures of the host institution while participating in the exchange programme. Each party reserves the right to withdraw from its facilities any student whose conduct or work is not in accordance with the policies and procedures of the institution or is detrimental to others or who has been found to have violated the law of the host country.

#### **TUITION FEES AND ANCILLARY EXPENSES**

- Art. 16: Tuition fees will be paid to the home institution; students will benefit from the host institution's services such as libraries, laboratories etc. as regular students.
  - Both institutions agree that the following expenses will be the responsibility of the enrolling exchange students: research materials, international and domestic travel, accommodation, food medical insurance and/or medical expenses, insurances covering travel and personal liabilities incurred while



not on the university campus, vacation expenses, books, stationery, clothing, food and all other personal costs, as well as passport and visa costs and all debts incurred during the course of the exchange.

#### **INSURANCE**

Art. 17: It is the responsibility of exchange students to ensure that they have health and travel insurance, as well as insurance for their personal belongings.

For the duration of this Agreement, both institutions will maintain appropriate public liability insurance.

#### **EXPIRY DATE**

Art. 18: This Agreement may be extended or amended at any time by mutual agreement of the parties unless either of the parties gives notice of termination at least 6 months in advance. This Agreement may be terminated at any time by mutual consent of the parties in writing. Exchange students or faculty actively participating in the programme at the time of termination may continue through to the conclusion of the exchange period in progress at the time of termination under the terms and conditions of this Agreement at the time of the termination.

Drawn up in two original copies in English	sh, both having the same legal validity.
Chieti,//	
Professor Sergio Caputi Rector	(name of signatory) (title of signatory)



#### **ANNEX A**

Inter-institutional agreement for mobility of students and staff – erasmus template

## 1. Information about the higher education institutions

Name of the institution (and department where relevant)	Erasmus code or city <sup>1</sup>	Contact details <sup>2</sup> (email, phone)	Websites
University of Chieti- Pescara	I CHIETI01	International relations and Erasmus Office Head: Glauco Conte e-mail: agreements@unich.it	General: www.unich.it  Faculty/faculties: https://en.unich.it/iii-mission/structures/schools-and-departments  Course catalogue: https://en.unich.it/teaching/courses-offered/study-courses-20222023-academic-year
			General: Faculty/faculties: Course catalogue:

### Mobility numbers per academic year

Number of student and staff mobility periods

FROM	то	Number of mobility periods

<sup>&</sup>lt;sup>1</sup> Higher education institutions (HEIs) from EU Member States or third countries associated to the Programme should indicate their Erasmus code; HEIs from third countries not associated to the Programme should mention the city where they are located.

<sup>&</sup>lt;sup>2</sup> Contact details to reach the senior officer in charge of this agreement and of its possible updates.



[Erasmus code or city of the sending institutio n]	[Erasmus code or city of the receiving institutio n]	Subj ect area ISCED CODE <sup>3</sup> (optio nal)	Subject area NAME (optional)	Study cycle [short cycle, 1st, 2nd or 3rd] (optional )	Studen t Mobilit y [Specify here total number of students]	Studen t Mobilit y [Specify here total number of months]	Staff Mobilit y [Specify here total number of staff]	Staff Mobilit y [Specify here total number of days]
CHIETI						A 1480 A		
	CHIETI					HILLIAN A		
						THE PARTY OF THE P	() El- El-	ti .

### **Optional** additional information

e.g. blended mobility, etc.

### 2. Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended <u>language skills</u> at the start of the mobility period (see also section 5 "Preparation and Support").

Receiving institution  [Erasmus code or city]	Subject area (Optional)	Language of instruction 1	Language of instruction 2	Recomme Student Mobility [Minimum recommended level in at least one of the languages: B1]	Staff Mobility  [Minimum  recommended level in  at least one of the  languages for teaching:  B2]
CHIETI		Italian	P.	Italian B1 or English B1	English B2
(2) (2) (2) (2) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4		132/12			

For more details on the language of instruction recommendations, see the course catalogue of each institution. The links to the course catalogue are provided in the first section.

<sup>&</sup>lt;sup>3</sup> https://circabc.europa.eu/sd/a/286ebac6-aa7c-4ada-a42b-ff2cf3a442bf/ISCED-F%202013%20-%20Detailed%20field%20descriptions.pdf

<sup>&</sup>lt;sup>4</sup> For an easier and consistent understanding of language requirements, it is recommended to use the Common European Framework of Reference for Languages (CEFR):

http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr



### 3. Partnership arrangements: fees and organisational support funds

In accordance with the Erasmus Charter for Higher Education, partners commit to charge no additional fees to students:

- In connection with the organisation or administration of their Erasmus+ mobility period. Any violation to this rule by the partners shall be brought to the attention of the National Agency and may lead to the termination of the participation in the project linked to this inter-institutional agreement, if no corrective measures are taken.
- For tuition, registration, examinations or access to laboratory and library facilities.
   Nevertheless, they may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.

# Outreach and Selection of participants: calendar, application procedure and requirements

- Partners commit to doing outreach to participants with fewer opportunities to encourage their participation in the Programme and, where needed, agree on a common strategy to meet indicative inclusion targets.
- Partners commit to running selection procedures for mobility activities that are fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility. The calls for applications must be public and an appeal procedure must be in place. Under no circumstances, shall applicants and selected participants incur any costs during application and selection procedures.
- In the case of student mobility, partners will ensure that other elements beyond academic
  merit are taken into account to ensure participation of students with fewer opportunities.
  Selection criteria and procedures must be clearly communicated in the call for
  applications.

Applications/information on nominated students must reach the receiving institution by:

Receiving institution [Erasmus code or city]	Term duration	Examination date	Nomination Deadline <sup>5</sup>	Application deadline
CHIETI	Winter Term: from Mid/End September to December Spring Term: from March to June	Winter Term: January- February Spring Term: June- July	Winter term or full year: April 30 Spring term: October 31	Winter term: May 15 Spring term: November 15
	Winter Term: from to Spring Term: from to	Winter Term: from to Spring Term: from to	Winter Term: from to Spring Term: from to	Winter Term: from to Spring Term: from to

<sup>&</sup>lt;sup>5</sup> Please specify the deadline for each semester and, if necessary, adapt to a trimester system.



The receiving institution will send its decision within [x] weeks and no later than 5 weeks.

The partners commit to have a fair, transparent, coherent and documented application and selection procedure outlined in their respective websites and regularly updated, together with the contact details of the relevant department:

<b>Applicatio</b>	n procedure	
Receiving Institution [Erasmus code or city]	Contact details (email, phone)	Website for information
CHIETI	incoming@unich.it	https://www.unich.it/didattica/international/international- students/exchange-student/erasmus-exchange-study

### 4. Preparation and support

The Higher Education Institution(s) in an EU Member State or associated third country commit(s) to:

- Ensure that students are aware of their rights and obligations as defined in the <u>Erasmus+ Student Charter</u><sup>6</sup>.
- Arrange travels or provide a pre-financing of the grant to **reduce the costs that participants need to cover upfront**, to the extent possible.

All involved Higher Education Institutions commit to the following preparation and support measures. Information and assistance can be provided by the contact points and information sources in the table below:

- The receiving institution will guide incoming mobile participants in finding **accommodation**, according to the requirements of the Erasmus Charter for Higher Education. It is considered best practice to use the individual grant to pay for the deposit of dormitories.
- Ensure that outgoing mobile participants are well prepared for their activities abroad, including blended mobility, by undertaking activities to achieve the necessary level of **linguistic proficiency** and develop their **intercultural competences**.
- Provide assistance related to obtaining visas, when required, for incoming and outgoing
  mobile participants, according to the requirements of the Erasmus Charter for Higher
  Education and, if needed, use project funds in the most inclusive way to cover related

<sup>&</sup>lt;sup>6</sup> The Erasmus+ Student Charter is available here: <a href="https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/student-charter">https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/student-charter</a> en



costs partially or in full.

- Provide assistance related to obtaining insurance, when required, for incoming and outgoing mobile participants, according to the requirements of the Erasmus Charter for Higher Education and use project funds in the most inclusive way to cover related costs partially or in full. The receiving institution will inform mobile participants of cases in which insurance cover is not automatically provided.
- The receiving institution will inform about the existence of relevant infrastructure and provide support to incoming **participants with fewer opportunities**.
- Provide appropriate mentoring and support arrangements for mobile participants, including for those pursuing blended mobility, as well as integrate incoming mobile participants into the wider student community and in the Institution's everyday life.
- Provide participants with their grant as soon as possible upon arrival, including, if necessary, a first payment using cash, check or similar to avoid delays linked to opening a bank account.
- The institutions commit to encourage participants to act as ambassadors of the
   Erasmus+ Programme and share their mobility experience, e.g., by providing
   information about the existence of Erasmus+ alumni networks, inviting former
   participants in promotion activities, etc.

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Preparator y & Support Measures	Instituti on [Erasmus code or city]	Contact details (email, phone)	Website for information & arrangements
Accommoda tion	CHIETI	chieti_pescara@e sn.it	https://chietipescara.esn.it/
Language Support	CHIETI	incoming@unich. it	https://www.unich.it/didattica/international/in ternational-students/exchange- student/erasmus-exchange-study
Visa	CHIETI	incoming@unich. it	https://www.unich.it/didattica/international/in ternational-students/exchange- student/erasmus-exchange-study
Insurance	CHIETI	incoming@unich. it	https://www.unich.it/didattica/international/in ternational-students/exchange- student/erasmus-exchange-study
Inclusion of participants with fewer opportunitie s	CHIETI	incoming@unich. it	https://www.unich.it/didattica/international/in ternational-students/exchange- student/erasmus-exchange-study

#### 5. Recognition

Institutions commit to:

- Ensure recognition for activities satisfactorily completed.
- Ensure that student and staff mobility for education or training purposes is based on a learning agreement for students and a mobility agreement for staff validated in advance



between the sending and receiving institutions or non-academic organisations and the mobile participants.

- Accept all activities indicated in the learning agreement, or according to the learning outcomes of the modules completed abroad, as automatically counting towards the degree, provided these have been satisfactorily completed by the mobile student.
- Partners commit to taking measures to ensure recognition of student and staff mobility upon their return, including:
  - o Providing incoming mobile students and their sending institutions with free-ofcharge transcripts. The documents must be in English or in the language of the sending institution and containing a full, accurate and timely record of the achievements at the end of the mobility period.
  - o A Transcript of Records will be issued by the receiving institution no later than 5 weeks after the assessment period has finished at the receiving HEI.
  - Providing students on traineeships and staff with a certificate for the activities completed. It is recommended to issue a certificate towards the end of the mobility period.

### 6. Grading systems of the institutions

It is recommended that receiving institutions provide the statistical distribution of grades or make the information available through <u>EGRACONS</u> according to the descriptions in the <u>ECTS</u> <u>users' guide</u><sup>7</sup>. The table will facilitate the interpretation of each grade awarded to students and will facilitate the credit transfer by the sending institution.

Institution [Erasmus code or city]	EGRACONS [If applicable]	Website for information
CHIETI	7010	http://www.cimea.it/en/credit-system.aspx
40		No. of the Control of

7.	Any	other i	nformation	regarding	the	terms o	of t	he agr	eement	(optiona	I)
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### SIGNATURES OF THE INSTITUTIONS (legal representatives)

Institution [Erasmus code or name and city]	Name, function	Date	Signature <sup>8</sup>

<sup>&</sup>lt;sup>7</sup> The ECTS user's guide is available here: https://ec.europa.eu/education/resources-and-tools/document-library/ects-users-guide\_en

<sup>&</sup>lt;sup>8</sup> Scanned copies of signatures or digital signatures may be accepted depending on the national legislation



CHIETI	Prof. Sergio Caputi Rector			
	Rector			

