**PRELIMINARY ENROLMENT AGREEMENT**

This Preliminary Enrolment Agreement (hereinafter referred to as the “**Agreement**”), is entered into as of **${day\_date}** day of **${month\_date}** ${year\_date}, by and between the following Parties:

1. **Universiteti Mesdhetar i Shqipërisë,** licensed as a higher education institution by the Decision of the Council of Ministers of the Republic of Albania, no. 177, dated 19.02.2009, with residence at the address: Gjergj Fishta Blv. 52, 1023, Tirana , with VAT no. L62228009J, (hereinafter referred to as the “**University**”) duly represented by Mr. **ILIR HEBOVIJA**, with personal identification no. G80604115N, in the capacity of the University administrator;
2. **The Candidate,** whose details (personal data) are listed below, with full legal capacity to act (hereinafter referred to as the “**Candidate**”)

|  |  |
| --- | --- |
| **Name, Surname** | ${name} , ${surname} |
| **Father’s Name** | ${father} |
| **Date of Birth** | ${dob} |
| **Place of Birth** | ${pob} |
| **Citizenship** | ${citizenship} |
| **Passport/ID card No.** | ${doc\_id} |
| **State High School Diploma No.** | ${diploma\_nr} |
| **Address** | ${address} |
| **Personal phone number** | ${personal\_phone} |
| **Parent’s Phone Number** | ${parent\_phone} |
| **Email** | ${mail} |

The University and the Candidate shall from time to time be referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**”.

**RECITAL**

**WHEREAS**

1. The University provides innovative pathways to quality high education, and its strategic priorities include: (i) student-centered learner experience leading to employment; (ii) valuing its own employees and excellence in teaching; partnerships with industry, business, government and educational institutions; (iv) fiscal sustainability, accountability and effective management;
2. The University welcomes international students and strives to provide the highest standard of education and quality of student life, recognizing the positive impact to both international and domestic students and to Albanian’s education system, the University aims to provide a safe, multicultural, student-centered learning and training environment;
3. The University recognizes its responsibilities to all students, learners and members of its community;
4. The University seeks to recruit suitable prospective candidates for its study programs;

**NOW, THEREFORE**, in the consideration of the premises set forth hereinabove and the mutual covenants and agreements contained herein, and other good and valuable consideration, which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

**ARTICLE 1   
LEGAL BASIS**

* 1. This Agreement is based on Albanian applicable legal framework, in particular, the Law No. 7850, dated 29.07.1994, "Civil Code of the Republic of Albania," as amended; the Law No. 80/2015, dated 22.07.2015 “*On higher education and scientific research in higher education institutions in the Republic of Albania*”, its regulations, any amendments thereto (hereinafter referred to as the “**External Regulatory Framework**”) and any statute and regulations supplementing or superseding the statute or regulations and other regulatory acts of University, as amended from time to time (hereinafter referred to as the “**Internal Regulatory Framework**”);

**ARTICLE 2   
SCOPE OF THE AGREEMENT**

* 1. The University shall provide education services that are within the scope of the University’s license, referred to as level 6 of the Albanian Qualifications Framework, licensed by the Ministry of Education and Sport, and shall establish all the necessary conditions for the maximum benefit by the Candidate from its study programs.

2.2 The Candidate has the right to pursue the study programs in \_${study\_prog}\_in the Faculty of \_${faculty\_name}\_\_\_\_**,** for the ${nr\_of\_years}\_\_ (${yearsNumber\_to\_text})academic years, with full-time and a total of **\_${ects\_number}\_\_** (\_${ects\_to\_text}\_\_\_\_) ECTS credits, according to the respective curriculum, after fulfilling the admission criteria, according to the legal framework applicable to the University (external and internal legal framework).

**ARTICLE 3**

**OBLIGATIONS AND RIGHTS OF THE CANDIDATE**

* 1. The Candidate has all the rights and obligations set out in the external legal framework applicable to the higher education system (for example: the Law No. 80/2015, dated 22.07.2015, "On higher education and scientific research in higher education institutions in the Republic of Albania," as mended and its sub-legal acts) and internal legal framework applicable to the University.
  2. The candidate must pay the full tuition fee for the first academic year within ten days of signing the Agreement, in the total amount of € 3500 (three thousand five hundred euros).
  3. In case of a visa requirement, the candidate will follow the enrolment procedures at the University, by signing the service contract, providing in detail all the rights and obligations of the candidate during the period of studies.
  4. If the Candidate fails to get a visa, she/he must immediately notify the University contact person via email. After receiving the candidate’s notice of the visa rejection, the University agrees to refund the candidate. Such refund shall take place within 3 (three) months from the notification date.
  5. In the event that the recognition and unification of foreign qualifications from the **Educational Services Centre of Albania (hereinafter referred to “ESCA”)** in the Republic of Albania, are below 6.5 out of **10, according** to the Albanian academic qualification system, the Candidate agrees that the University shall de-enroll the candidate and the paid tuition fee is non-refundable.
  6. The Candidate must submit authentic documents (or certified copies with Apostille), to the University within the given deadline. In the event when the required documents are not provided in the requested form and/or are not authentic, then the Candidate agrees that the University has the right to immediately cancel the admission process and expel the Candidate. Further the Candidate agrees that in such a case, no tuition fee is refundable by the University.
  7. In addition, the Candidate agrees that in the event when the residence permit may be canceled, (for any reason), the tuition fee is non-refundable.
  8. All the costs and expenses associated with the bank transfers (bank commission) due to the visa rejection, shall be borne by the Candidate.

**ARTICLE 4**

**RIGHTS AND OBLIGATIONS OF THE UNIVERSITY**

* 1. The University has all the rights and obligations set out in in the external legal framework applicable to the higher education system (for example: the Law No. 80/2015, dated 22.07.2015, "On higher education and scientific research in higher education institutions in the Republic of Albania," as mended and its sub-legal acts) and internal legal framework applicable to the University.
  2. The University does not offer any visa application services, diploma equivalency services, or resident permit application services. It's the Candidate’s responsibility to deal with them.

**ARTICLE 5**

**PERSONAL DATA PROTECTION**

* 1. As used in this Agreement, “**Personal Information**” means:
     1. any information that the University or its personnel collects, processes, receives, or otherwise obtains from or on behalf of the University, or any of its employees or students that does or can identify a specific student or employee of the University, or by or from which a specific student or employee may be identified, contacted, or located, such as an individual’s name, address, social security number, etc., and any other information relating to such identified or identifiable individual;
     2. all “**personal data**,” as defined under the relevant Albanian laws in force;
     3. “**sensitive personal data**” as defined under the relevant Albanian laws in force;
     4. “**education records**” as defined under the legal framework applicable in the education field in Albania;

* 1. All student-related records of the University and personally identifiable information contained in such records (collectively referred as the “**Student Records**”) shall be maintained by the University in accordance with the requirements of the applicable legal framework in Albania, as may be amended from time to time.

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**ARTICLE 6   
TERMINATION OF THE AGREEMENT**

* 1. Unless it is provided otherwise in the Agreement, the Agreement shall be automatically terminated, if the Candidate is not provided with a visa.
  2. Further, the Parties agree that the Agreement shall be automatically terminated in the event that the Candidate does not fulfill the obligation to pay the tuition fee, as provided for herein.

**ARTICLE 7**

**CONFIDENTIALITY**

* 1. All confidential and/or proprietary information of any kind, in any form disclosed or learned by either Party in connection with this Agreement shall be deemed “**Confidential Information**”.
  2. For purposes of this Agreement, Confidential Information shall include any and all business information relating to proprietary ideas; original academic content, courses, existing and/or contemplated products; degrees, certificate and professional development tools; production, cost, profit and margin information; finances and financial projections; customers, prospective or new student information, University, marketing, and current or future business plans and models; and other information related to the business activities of the Disclosing Party, as defined below, regardless of any confidentiality designation or restrictive markings, and which the Receiving Party, as defined below, learns or receives from the Disclosing Party.
  3. The Confidential Information shall not include any information to the extent it:
     1. is or becomes a part of the public domain through no act or omission on the part of the Receiving Party;
     2. is disclosed to third parties by the Disclosing Party without restriction on such third parties;
     3. is in the Receiving Party’s possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement;
     4. is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; or
     5. is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information, or is released from confidential treatment by written consent of the Disclosing Party.

* 1. Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable laws and regulations relating to confidentiality and privacy.
  2. The obligations and restrictions with respect to any Confidential Information shall continue to bind both Parties, even following termination of the Parties’ relationship or the expiration or termination of this or any other Agreement between the Parties.

**ARTICLE 8**

**GOVERNING LAW AND DISPUTE RESOLUTION**

* 1. This Agreement shall be construed and governed pursuant to the laws of Albania.
  2. The Parties shall engage the best efforts to resolve any disputes arising from the Agreement amicably. If no resolution comes up by amicable instruments, then the Parties shall submit the disputes to Tirana District Court for resolution.

**ARTICLE 9**

**NOTICES**

* 1. All notices or other communications required or permitted under this Agreement shall be in writing and shall be given by personal delivery, registered mail, or electronic mail (e-mail) addressed to the Party at its principal address as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **If to University:** | |  | **If to Candidate:** | |
| **Name**: | **ELTON SKENDAJ** |  | **Name**: ${name} ${surname} |  | |
| **Title**: | Director of International Relations office and Projects  Na |  |  |  | |
| **Address**: | Gjergj Fishta  Boulevard  Nr. 52 Tirana |  | **Address**: ${address} |  | |
|  |  |  |  |  | |
| **Telephone**: | +355695543439 |  | **Telephone**: ${personal\_phone} |  | |
| **Email**: | elton.skendaj@umsh.edu.al |  | **Email**: ${mail} |  | |

|  |  |
| --- | --- |
| **Name**: | **ARDITA HYKA** |
| **Title**: | International Relations Project Officer |
| **Address**: | Gjergj Fishta  Boulevard  Nr. 52 Tirana |
|  |  |
| **Telephone**: | +355695543439 |
| **Email**: | arditahyka@umsh.edu.al |

* 1. All such notices and other communications that are addressed as provided in this clause, shall be deemed to have been given upon personal delivery, when confirmation of receipt of registered mail is received, or upon confirmation of receipt of email is received, whichever is appropriate.

**ARTICLE 10**

**MISCELLANEOUS**

* 1. **Severability** – If any provision of this Agreement shall be held invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of such provision in every other respect and of the remaining provisions of this Agreement shall not be impaired.
  2. **Failure to Exercise Right not a Waiver** – No failure or delay by a Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege under this Agreement. No term of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent.
  3. **Force Majeure** – No Party shall be responsible or liable for any default in performance of its obligations under this Agreement, if such default in performance arises directly or indirectly from causes beyond the reasonable control of that Party, including, but not limited to, fire, flood, war, embargo, strike, boycott, lockout, accident, explosion, fire, riot, insurrection, terrorist act, Act of God, or other action by governmental authority, other than by reason of an act or omission of the Party, but only to the extent and for the duration that the cause prevents performance of the obligation.
  4. **Counterparts** – This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument;
  5. **Survival** – All provisions of this Agreement (in particular the Candidate’s Statement provided for in Annex 1) that, by their express terms or their nature or context, would ordinarily be deemed to survive beyond the expiration or termination of this Agreement, shall survive such expiration or termination for any reason.
  6. **Amendments** – This Agreement may be amended only by written agreement of the Parties, executed by the parties’ authorized representatives.
  7. **Entire Agreement** – The Parties understand and agree that this Agreement, including Annex 1 constitutes the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Agreement.

**PARTIES**

**UNIVERSITETI MESDHETAR I SHQIPËRISË CANDIDATE**

*duly represented by the Administrator*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**ILIR HEBOVIJA** *${name} ${surname}*

**ANNEX 1**

**STUDENT’S CONSENT FOR PERSONAL DATA PROCESSING AND OTHER STATEMENTS**

I, the undersigned ${name} ${surname} with serial № ${doc\_id}, issued by ${issuing\_inst} on ${issue\_date} at ${issuing\_place} residing at hereby ${address}

give my consent to Universiteti Mesdhetar i Shqipërisë, with address Gjergj Fishta Blv. 52, 1023 Tirana, hereinafter referred as the “**University**”), for processing, including collection, recording, systematization, accumulation, storage, adjustment (updating, amending), extraction, use, depersonalization, blocking, elimination, deleting, and offering access to third parties, including the governmental bodies responsible for higher education, justice governing bodies (if applicable) and any other parties, whose requests for personal data, are authorized by the law, for the use of my following personal data: Surname, name,; gender, citizenship; date, year and place of birth; legal address; home address; identification document (including its type, serial number and number, as well as date of issue and information on the issuing agency); information on education, including the number of education and qualification documents , as well as their dates of issue and information on the issuing agency); e-mail; contact number; information on health problems, including disability, as well as photo; information on studies at previous education institutions (including dates of admission and expulsion, major (degree program), school, faculty and (or) other structural units, in which I conduct training (or did it in the past), and my academic performance; information about participation in academic competitions; bank account details for the transfer of scholarships, tuition fees (if applicable) and other types of material support.

Consent for personal data processing is provided for the following purposes of processing personal data: ● educational services; ● student identification; ● University security, including access control and compliance monitoring, video surveillance and video recording on the territory of the University; ● statistical research; ● student participation in surveys and questionnaires conducted by the University; ● attendance records and academic performance; ● mail delivery; ● student participation in events, including those held by the University and (or) on the territory of the University; ● internships; ● the University newsletters; ● paperwork; ● organization of online courses; ● providing the student with additional infrastructure necessary for mastering their educational program, including corporate email accounts, corporate resources, online education systems, etc.; ● competitions for the right to receive various scholarships; ● opportunities for student participation in research and development; ● work with applications, requests, inquiries and other types of student appeals; ● posting information about the University student achievements on online resources; ● library services; ● transfer of scholarships and other types of material support.

Consent for personal data processing is given for the automated processing of my personal data in the University’s Information Management System, in the access control and management system of the University, in other information systems used to fulfill the above-mentioned purposes for processing personal data, as well as non-automated processing of personal data.

I have given my consent for personal data processing without limiting its validity.

I can revoke the consent to the processing of personal data by sending to the University my written application for revoking this consent or an email to the email address [internationalstudents@umsh.edu.al](mailto:internationalstudents@umsh.edu.al) containing in the attachment a statement about the withdrawal of consent to the processing of personal data signed by me.

Further I represent and declare that the Agreement is mandatory, and by signing I certify that I have read, understood and agreed on the Agreement content.

Further I represent and guarantee that I haven’t been enrolled and haven’t attended any other study program at a different higher education institution at the same time.

At last, but not least, I agree that I will indemnify the University from and against any liability, loss, harm, damage, cost or expense (including legal fees) that the University may suffer, incur or sustain as a result of my conduct during my participation, except to the extent that such liability, loss, harm, damage, cost or expense arises from the negligent or unlawful act or omission of the University.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date) (signature) (full name)