**Partner agreement - Government  
Agreement**

Between

**Save the Children International in Kosovo**

Registration no. 5300542-0, Fiscal no. 600765343 and Public beneficiary status no. 6001229-6

(Hereafter referred to as SCI)

Str. Gazmend Zajmi no.1, 10000 Prishtina, Kosovo

and

**Municipal Education Directorate of Gjakova**

(Hereafter referred to as the "the Partner")

Str. Nëna Tereze nn, 50000 Gjakova, Kosovo

Partner agreement ID: **11065**

This agreement is made between SCI and the Partner to undertake specific activities under the project **Action for Inclusive Education, with SCI SoF: 38000508 and Partner ID: 41300057** (the "Project").

The funds to be made available by SCI for the Project are being provided by Save the Children Italy under an agreement (the "Principal Agreement") with Ferrari Foundation (the "Donor").

The details of the Project activities are set out in the Project documents appended to this agreement as Annex A and B (the "Project Documents") and Annex C, SCI Child Safeguarding Policy.

The parties enter into this agreement in the spirit of SCI's *Partnership Principles* which are: value driven and empowering relationships; transparency and accountability; and mutual benefit. A copy of SCI's *Partnership Principles* is available upon request.

**1. TERM**

- 1.1. This agreement shall have effect from 1 January 2018 and shall expire 31 December 2020 unless terminated earlier under this agreement or extended by mutual written agreement.

**2. FUNDING**

- 2.1. SCI approves the allocation of up to 16,400.00 €, equivalent to sixteen thousand four hundred Euro to the Partner, for:

- 2.1.1. Covering the salary of one (1) inclusive support teacher at up to 14,400 €, equivalent to fourteen thousand four hundred Euro, for a period of thirty (30) months (01.07.2018 – 31.12.2020);
- 2.1.2. Provide small grants of 2,000 €, equivalent to two thousand Euro for two years (1,000 € in 2019 and 1,000 in 2020) to support the implementation of school development plans of the school cluster inspired by Index for Inclusion.

- 2.2. Payments and return of funds under the agreement will be in Euro.
- 2.3. Both parties agree to carry out their roles and responsibilities as detailed in Clause 6.
- 2.4. The project objectives and activities may be revised from time to time in accordance with the terms of this agreement and all such changes will require agreement of both parties in writing.

### **3. USE OF FUNDS**

- 3.1. Both parties to this agreement are required to comply with conditions of the donor, or as otherwise notified the Partner by SCI. SCI is responsible for providing guidance to the Partner on the donor requirements should the Partner so request.
- 3.2. The project, Action for Inclusive Education, will be carried out in accordance with the project documents in annex A and B to this agreement.
- 3.3. Any funds that will be provided by SCI to support the partner's activities under this agreement, will be provided on an activity-by-activity basis. The detailed budget of activities for which SCI will allocate funds to the Partner can be found in Annex B.
- 3.4. SCI will not provide further funds until any previous allocation has been fully accounted for and any unspent funds returned.

### **4. PAYMENT**

- 4.1. The funds under this agreement will be disbursed according to the payment method agreed by both parties.
- 4.2. The specific objective and activities of the project are:

Objective: Improving access to quality inclusive education for girls and boys with disabilities to attain their right to quality inclusive education in 7 municipalities, through increasing capacities of schools and municipal support systems.

Activity 1: Engage one (1) new inclusive support teacher at the Municipal Education Directorate level to provide continuous support to schools that will be included in the school cluster of the municipality of Gjakova.

Activity 2: Provide small grants to support the implementation of school development plans of school cluster inspired by Index for Inclusion.

NB. Other project activities that do not require transfer of funds from SCI to Partner can be found in Annex A.

- 4.3. The beneficiaries of this project are girls and boys with disabilities and other vulnerable groups that are deprived from their right to education in the municipality of Gjakova.
- 4.4. All the activities of the Project will be in line with Kosovo applicable laws and regulations.





## 5. PROJECT LOCATION

5.1. The project will be implemented in 6 schools (locations):

1. PLSS "Zekeria Rexha" in Gjakova
2. PS "Mustafa Bakija" & LSS "Yll Morina" in Gjakova
3. PLSS "Emin Duraku" in Gjakova
4. PLSS "Selman Riza" in Gjakova
5. PLSS "Ukshin Miftari" in Skivjan

5.2. SCI and the Partner will be cooperating in all locations.

## 6. ROLES AND RESPONSIBILITIES

6.1. SCI shall be responsible for:

- 6.1.1. Paying the salary of inclusive support teacher that will be engaged at municipal level to provide support to multiple schools within the cluster working, from the day of appointment until December 31, 2020.

The inclusive support teachers will be responsible to provide support to schools in establishing quality inclusive learning environments in general, and providing advice and support to mainstream teachers to adapt their teaching methodologies to meet the pedagogical needs of children with disabilities, as per recommendations of the Evaluation Teams.

**NB:** The job descriptions for the inclusive support teacher will be compiled in close cooperation between Ministry of Education, Science and Technology and Save SCI.

- 6.1.2. Providing small grants to support the implementation of school development plans inspired by Index for Inclusion.

**NB:** Funds allocated for the salaries of the inclusive support teacher and small grants shall be made directly on:

Municipality Bank Account: 1000-6500-5000-0077;

Funds allocated are exclusively dedicated for monthly salaries of the inclusive support teacher and implementation of school development plans inspired by Index for Inclusion, and shall not be used for any other purposes.

- 6.1.3. Providing a 4-day training of mentors on Index for Inclusion to inclusive support teachers, quality coordinators, education inspectors and Municipal Education Directorate officers.
- 6.1.4. Providing workshops for Municipal Education Directorate to increase their capacities in managing and delivery of quality inclusive education within their municipalities.
- 6.1.5. Facilitating workshops to develop the capacities of schools included in this agreement, in implementing Index for Inclusion.
- 6.1.6. Identifying, rehabilitate and refurbish one (1) child-friendly room to create working space for pedagogical Evaluation Teams.
- 6.1.7. Organizing regular meetings with MED for discussing challenges and progress of the Project.
- 6.1.8. Guiding Partner throughout the process and offer technical assistance for the purposes of ensuring proper management of the project's activities;

6.1.9. Ensuring all conditions and requirements of the donor are clearly communicated to the Partner and notification of any amendments or variations in those requirements is timely provided.

6.2. The partner shall be responsible for:

- 6.2.1. Cooperating closely with SCl in the implementation of the project Action for Inclusive Education
- 6.2.2. Organizing the process of selection of the inclusive support teacher based on the Ministry of Education Science and Technology and Municipal Education Directorate recruitment procedure.
- 6.2.3. Cooperating with the SCl staff and management staff of project locations, to implement the activities as planned.
- 6.2.4. Ensuring that children and inclusive support teacher working in the project locations are treated in same manner as all other children and teachers of the same locations.
- 6.2.5. Covering the salary of the engaged inclusive support teacher starting from 1 January 2021.
- 6.2.6. Enabling access and provide full support to the SCl in the process of implementing, monitoring, supervising and evaluating of the project.
- 6.2.7. Encouraging cooperation between teachers, parents and children.
- 6.2.8. Undertaking disciplinary measures in educational institutions for teachers that do not respect and fulfil their responsibilities.
- 6.2.9. Supporting capacity building of the Evaluation Team members.
- 6.2.10. Complying with all the conditions and requirements of the donor as relevant to the responsibilities of the Partner.

6.3. In the event of any inconsistency between these Clauses 4.1 and 4.2 and the Project Documents set out as Annex A here to, the provisions of these Clauses 4.1 and 4.2 shall prevail.

6.4. The parties agree to meet periodically, according to an agreed schedule, to discuss the progress of the project, report on their respective responsibilities under this agreement, identify any issues or risks to the project and jointly agree how these can be addressed.

6.5. Both parties agree to notify the other as soon as possible of any significant change in the project or any difficulty or delay which might significantly affect adherence to the proposed time schedule and/or the execution of the project.

6.6. Neither party shall be liable for:

- 6.6.1. Any third party claims, losses and expenses that may arise from the other party's negligent, recklessness or intentional act or omission that is related to or in connection with this agreement.
- 6.6.2. Compensation for the death, disability, or other hazards which may be suffered by the employees, vendors, agents or other representatives of the other party arising from other party's performance in connection with this Agreement.

## **7. PROJECT RESOURCES**

7.1. The ownership of all the assets, equipment and inventory items, procured by the Partner using the project funds or provided by SCl, remains property of SCl unless otherwise specified in this agreement or the donor conditions. SCl reserves the right to dispose of such assets, equipment



or inventory as it deems fit including but not limited to, handing over of such items to the Partner, its agencies, community or beneficiaries.

## **8. REPORTS, MONITORING AND EVALUATION**

- 8.1. Regular quarterly finance reports for the salary of inclusive support teacher will be prepared by the Partner and submitted to SCI.
- 8.2. The small grants project proposals from school cluster will be approved by SCI.
- 8.3. Final financial reports for implementation of small grants will be prepared by the Partner and submitted to SCI.
- 8.4. Monitoring of the activity implementation will be conducted on regular monthly basis by the Partner and SCI.
- 8.5. SCI shall monitor the work of the inclusive support teacher paid out by its funds and shall report to the Partner any remarks as to their work.
- 8.6. The monitoring team will consist of representatives from the Partner and SCI staff who will be also responsible for the annual review.
- 8.7. The end-of-project evaluation will be conducted with representatives from the Partner and SCI.

## **9. AMENDMENTS**

- 9.1. Any modification or extension to this agreement will require an amendment. Either party can suggest an amendment.

Amendment must be approved by the agreement signatories in written form.

## **10. ANTI-FRAUD AND CORRUPTION**

- 10.1. Both parties commit to acting transparently in all aspects of this project and taking all reasonable means to protect the contributions made towards this project from fraud or misuse.
- 10.2. Both parties confirm that they will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010, and not engage in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010 or any anti-bribery or anti-corruption legislation in Kosovo.

## **11. CHILD SAFE GUARDING POLICY**

- 11.1. As a child rights' organisation Save the Children has a duty of care to all children with whom it is in contact either directly or through its contractual partnerships. Because Save the Children is particularly concerned about child abuse or sexual exploitation by its own staff or by staff of any organisation / body who is associated with its activities, the organisation **requires** its staff, under the Terms and Conditions of their contracts, to immediately report any such concerns or suspicions.
- 11.2. In the context of this agreement therefore, any concern or allegation of child abuse or sexual exploitation against a staff member of the Partner who is associated with the activities covered

by this agreement, will be formally reported to the relevant senior manager within the government agency, as per the agreed reporting procedure.

11.3. It will be Save the Children's expectation in the event such a report is filed that said report will be treated with the utmost urgency and investigated/managed appropriately and in the best interests of any child(ren) involved. Save the Children would be able to provide technical advice/support to this process if required/requested.

11.4. Likewise, Save the Children expects the Partner to report any concerns or suspicions it itself may have that a staff member or representative of Save the Children may be abusing or sexually exploiting a child or children so that swift action can be taken, according to the organisation's internal procedures for doing so.

## **12. ANNEXES**

The following annexes shall form part of this agreement.

Annex A	Project briefing (including project objectives, outputs and activities)
Annex B	Budget
Annex C	SCI Child Safeguarding Policy

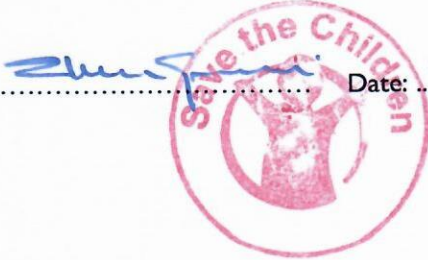
**SCI signature and acknowledgements**

For and on behalf of **Save the Children International-SCI**

Name: **Ahmet Kryeziu**

Title: **Country Director**

Signed: .....



Date: .....

22/06/2018

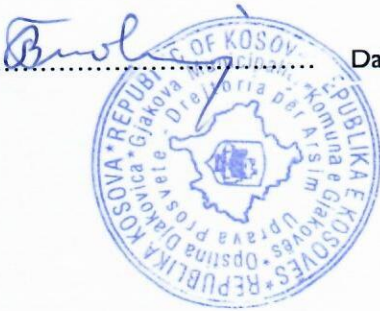
**Partner signature and acknowledgements**

For and on behalf of **MED in Gjakova**

Name: **Bernard Frrokaj**

Title: **MED Director**

Signed: .....



Date: .....

21.06.2018