

AGREEMENT
for the twinning project AL 12 IB OT 01 in Albania
"Support to Albanian Civil Service Reform"

between:

ÉCOLE NATIONALE D'ADMINISTRATION (ENA),
with its head office at 1, Rue Sainte-Marguerite, 67080 Strasbourg, France,
Represented by Mrs Nathalie LOISEAU, Director

Hereinafter referred to as "French Partner" or "the LEADER" or "ENA"

and:

SCUOLA NAZIONALE DELL'AMMINISTRAZIONE (SNA)
with its head office at Via dei Robilant 11, 00135 Rome, Italy
Represented by Mr. Giovanni TRIA, President

Hereinafter referred to as "the Italian Partner" or "the PARTNER" or "SNA"

It has been decided within the framework of the Twinning Programme of the European Commission:

PREAMBLE

France, as Senior partner, and Italy, as Junior partner, have been entrusted by the European Commission the responsibility of the Project: "Support to Albanian Civil Service Reform", with the reference AL 12 IB OT 01.

ENA is the appointed Leader, whereas SNA is the appointed Partner.

ENA and SNA have decided to celebrate an AGREEMENT with a view to ensure the development of part of the activities previewed under the main contract.

The purpose of the present AGREEMENT is to fix the rules governing the working relationships between ENA and SNA for the implementation of the PROJECT.

The following has been agreed upon and fixed:

Article 1: Definitions

In the present AGREEMENT, the following terms shall have the following meanings:

- "CLIENT": The European Commission and the Delegation of the European Union in Albania;
- "LEADER": ENA;
- "MS PROJECT LEADER": The Project Leader of the Twinning Project for the Member States side;
- "JUNIOR PROJECT LEADER": The representative of SNA acting as Junior Project Leader;

- “BC PROJECT LEADER”: The Project Leader of the Twinning Project for the Beneficiary country;
- “CONTRACT”: The principal contract AL 12 IB OT 01 passed between the ENA and the CLIENT;
- “PARTNER”: SNA;
- “AGREEMENT”: The present agreement and its annexes;
- “PROJECT”: The project “Support to Albanian Civil Service Reform”;
- “BENEFICIARY”: The Department of Public Administration (DoPA); The Albanian School of Public Administration (ASPA); The Albanian Council of Ministers (CoM); the Office of State Minister of Innovation and Public Administration and all line ministries and public institutions involved in civil service management; the Albanian Top-level Management Corps of Civil Servants (TMC);
- “FINANCING INSTITUTION”: The European Commission or the Delegation of the European Union in Albania;
- “SERVICES”: Any and all of the services to be provided by the Partner under the CONTRACT for the PROJECT;
- “MISSION ORDER”: The document sent by the MS Project Leader to the Partner in preparation of the mission: this document will state the maximum duration of the mission, the maximum number of working days, the maximum number of per diems and the maximum budget for flight ticket; it will precise in which activity the mission should take place and the name of the Italian expert who is approved in the Twinning contract for the respective mission;
- “MISSION CERTIFICATE”: Official document used in the framework of Twinning Procedures which has to be submitted by the MS Project Leader to the EU Delegation in order to be reimbursed for expenses related to expert missions. The Mission Certificates have to be signed by all the experts and by the MS and BC Project Leaders at the end of each mission in the BC country.

Article 2: Effective date - duration

The AGREEMENT shall come into force upon its signature by the PARTIES and after the signature of the Twinning Contract between the EUD in Albania and last until the end of the CONTRACT.

The AGREEMENT shall remain valid until the termination of all the contractual obligations. It shall come to an end upon final payment by the LEADER to the Italian Junior partner for services rendered as per the present agreement.

Article 3: General obligations of Leader and Partner

LEADER and PARTNER will render the services in accordance with the principal CONTRACT, to perform the services, and respect all other requirements and all other conditions laid down in the CONTRACT.

Both parties shall respect and abide by all laws and regulations in force in Albania and shall ensure that their personnel also respect and abide by all such laws and regulations.

Both parties shall perform the services with due care, efficiency and diligence, in accordance with the best professional practices. For this purpose the Italian Partner shall adopt all technical measures necessary to enable his staff to carry out their specified duties under conditions, which are most conducive to efficiency.

The Partner and its staff will contribute in respect and carry out the instructions given to them by the LEADER within the framework of the mission entrusted to them.

Article 4: Distribution of services and budget

4.1 Missions of the Leader

The Leader will ensure the scientific, logistics and administrative coordination of the whole project.

This will include the responsibility for the following tasks:

- the preparation of the Twinning Contract, including the development and inception of the project's activities as part of the Annex A1 to the Twinning Contract (Workplan);
- the appointment of the MS Project Leader;
- the recruitment of the RTA, in cooperation with the Partner;
- the payment of the RTA;
- the selection and the recruitment of the RTA assistant;
- the payment of the RTA assistant;
- the management of the project office costs;
- the management of all local expenses that may occur in the BC country, such as (but not exclusively) local transportation, communication costs, visibility costs, equipment, interpretation, translation, venue hire, coffee and lunch breaks (...);
- ensuring of the application of EU visibility guidelines for all the communication material developed in the framework of the Twinning project;
- the hiring of training venues;
- the transportation and accommodation of participants of the activities;
- the local transportation of MS experts for missions taking place outside of Tirana;
- the organization and the payment of all costs related to the study visit in the EU
- the preparation of and participation to the Steering Committee Meetings;
- the preparation of the technical and financial quarterly reports;
- the preparation of invoices for advance, intermediary and final payments, including the necessary supporting documents;
- the preparation of the final report;
- the organization of the final audit;
- the payment of audit costs;
- the follow-up of all expenses related to the project implementation;
- the preparation of side letters and addenda to the Twinning Budget and to the Twinning contract;
- the approval of short term experts in cooperation with the BC Project Leader;
- the approval of changes to the Twinning Budget;
- the payment of flight tickets from home countries to Albania round trip in economic class for experts managed by ENA;
- the payment of per diem in compliance with the EC rate for each night spent by experts managed by ENA in Albania prior to the mission within the limit if the indicative rate fixed by the European Commission for Albania;
- the payment of remuneration for experts managed by ENA;
- any other tasks and responsibilities as foreseen in the Twinning Manual.

Specifically, the MS Project Leader has the role of:

- being the central point of communication between the delegation of the European Union in Albania, the BC officials and the Partner. Therefore, the Junior Project Leader as well as the Italian short term experts will have to refer to the MS Project Leader for all issues, problems or inquiries they might have;
- channelling information to the BC institutions and other relevant bodies;
- co-ordinating all twinning activities in the BC and resolving any administrative obstacle that may occur;
- ensuring the compliance with all the Twinning rules and regulations as laid out by the Twinning Manual
- the MS Project Leader is responsible for the overall implementation of the project and its activities. He has committed himself through the signature of a Twinning Contract to achieve the mandatory results inscribed in the contract and as such bears the overall responsibility for the Project.

4.2 Missions of the Italian Partner

The Partner will provide a Deputy Project Leader and short-term experts within the framework of all activities of the Project. The Partner will share with the Leader the management of the contract's budget related to the missions of the Deputy Project Leader and to the Italian medium and short-term experts.

The Italian Partner will be responsible for the following:

- payment of flight tickets from Italy to Tirana round trip in economic class within the limit of 600 euros/flight ticket;
- payment of a per diem in compliance with the EC per diem rate for each night spent by the expert in Albania prior to the mission within the limit of the indicative rate fixed by the European Commission for Albania;
- payment of a remuneration as outlined in the mission certificate signed by the MS and BC Project Leaders and concerned experts subject to the production of the requested reports.

4.3 Organisation of the missions of the experts provided by the Italian Partner

The MS Project Leader will send via email a mission order to the Junior Project Leader and to the Italian mid and short-term experts.

The mission order will state clearly:

- the date of the mission;
- the place of the mission;
- the maximum budget for the fees, per diems and air tickets;
- the activity in which the mission is organized;
- the name of the Italian expert required in the Twinning contract for this mission.

Italian experts can only work in the framework of the project if prior to their mission they have been approved by the BC and MS Project Leaders.

If Italian experts, proposed by the Partner, are not mentioned in the Twinning contract their CVs should be sent to the MS Project Leader with due notice (at least three weeks before), so as the mission could be approved by the BC and MS Project Leaders, as well as by the Delegation of the European Union.

In the case one Italian expert is rejected, or considered not available and/or if the deliverable is considered as unsatisfactory by either the MS or the BC Project Leaders, the Partner will propose an alternative expert. In that case, the Partner will have a maximum of 10 days to propose an alternative expert. If after the ten-day period no expert has been suggested, or if the suggested expert has not been approved by the BC and French MS Project Leaders, the French MS Project Leader and the Deputy Project Leader will select an alternative expert from the Italian and French side, in order to ensure the implementation of the activity and the overall coherent and fluent implementation of the project.

4.4 Obligations of the Partner

The Partner commits to provide the original documents and information necessary to the reimbursement of the expenses related to the missions of Italian experts and to produce all the reports and deliverables required in the framework of the Project.

More particularly, the Partner will provide to the French Senior partner the following documents for the preparation of quarterly reports:

- Original invoices of the flight tickets or electronic tickets;
- Original boarding passes;
- Original signed Mission Certificates;
- Mission reports (within 15 days after the completion of the mission);
- Deliverables of the mission (if required);
- All supporting documents for study visits).

In case of non-reimbursement by the auditor or by the European Union Delegation in Albania to ENA of the expenses related to the mission of an Italian expert, due to Italian non-fulfilment or negligence, SNA will not be reimbursed by ENA.

If any supporting document is missing or if any delay in the submission of financial documents related to the provision of service by the Partner leads to the refusal of the auditor or of the European Commission to reimburse the expenses, ENA will automatically refuse to reimburse SNA for the incurred expenses.

The list of expenses should include all the expenditures effectively realised during the past period for all missions of Italian experts managed by the Partner. The list should be sent to ENA's representative within 20 days upon the completion of the period with the entire original supporting documents.

Any other supporting document related to the mission of an Italian expert (Deliverables such as mission reports, study reports, pedagogical material, etc.) will be provided within the imposed deadlines to ENA's representative who will submit it to the relevant stakeholders (RTA, Project Leader, Beneficiaries, etc.).

Bearing in mind that ENA will have to present to the EUD all the proofs for all the expenses related to the Project in all interim reports and in the final report, the Partner will provide ENA the complete list of the expenses arising from the Project in accordance with the template for quarterly reports of the Twinning Manual (2012).

Article 5: Budget

The Partner will receive a share corresponding to 40% of the number of working days foreseen for Junior Project Leader and short-term experts as mentioned in the annex A3 of the CONTRACT and as stipulated on an indicative basis in the annex of the present agreement.

This share will be proportional to the real involvement of the Junior Project Leader and Italian short-term experts in the Project activities and to the provision for corresponding expenditures stipulated in the Project's budget.

The Italian Partner will receive 83% of the management costs related to the missions of Junior Project Leader and Italian short-term experts.

Article 6: Management costs

Based on its margin and on its management costs, the French Senior partner will be able to recruit up to 5 Project Managers, 3 Project Assistant and 48 months traineeship during the whole contract duration (total cost employer and unemployment indemnities included).

Based on its margin and management costs, the Partner will be able to recruit up to 2 Project managers, up to 1 Project Assistant and up to 48 months traineeship during the whole contract duration (total cost employer and unemployment indemnities included).

Based on its management costs, the French Senior partner will be able to organise up to 6 to consortium meetings in Rome for MS Project Leader, ENA Project Managers and Component Leaders, in order to assure a scientific coordination of the project. EC per diem rates for each night spent in Italy will be applied for these meetings.

Based on its management costs, the Italian Partner will be able to organise up to 4 consortium meetings in Paris for Junior Project Leader, SNA Project Manager(s) and Component Leader, in order to assure a scientific coordination of the project. EC per diem rates for each night spent in France will be applied for these meetings.

5


Article 7: Payments

Payment will take place on the following basis:

- Advance payment of 150 000 euros at the signature of the present agreement,
- Intermediary payment of 200 000 euros when the Italian Partner would have invoiced 80% of the first advance payment;
- Final payment after the audit has taken place and after final payment has been done by the European Commission.

The final payment will be based on real costs incurred and approved during the twinning implementation and will represent the balance between payments already made and remaining sums. In case the sum finally approved will be less important than the 2 advance payments received by the Partner, the Senior Partner will claim the difference.

For all payments, invoices should at least include the following details:

- Title of the project "Support to Albanian Civil Service Reform"
- Project reference: AL 12 IB OT 01
- Action code: CII4ALBMBT
- Starting and ending period of the period to which the invoice relates

Payment will be done on the following bank account:

Name of bank Banca d'Italia (Bank of Italy)

Address of bank Tesoreria Centrale dello Stato, intestato alla Scuola Nazionale dell'Amministrazione

Account number n. 22326

SWIFT BITAITRRXXX

IBAN IT76N0100003245350200022326

The Leader shall inform the Partner of any payment received by the client within 3 days. The Partner will then issue a request for payment. The payment should take place within 30 days of receipt of the request for payment.

Article 8: Breach of contract

A Party incurs in breach of contract if, by some reason, it fails to discharge any obligation under this AGREEMENT, if such default may lead to its termination.

The breach of contract shall be notified by the injured Party to the defaulting Party, in accordance with Article 14. If within fifteen days following the notification the situation is not normalised by the defaulting Party, the breach of contract will be duly registered. In this case, and in keeping with the CLIENT's rights, the SERVICES that were the subject of default will be undertaken by the injured Party.

The defaulting Party will undertake all the supplementary costs resulting from its default. The amount that may be due to the injured Party may be deducted directly from the outstanding invoices of the defaulting Party.

Article 9: Responsibility

The Italian Partner will develop its services and will protect and guaranty the interests of the LEADER against all complaints from either the CLIENT or the European Commission resulting of non-execution, delays or bad performance by its experts.

Article 10: Confidentiality

The Italian Partner is committed to consider as confidential and not to use for other purposes other than the execution of the AGREEMENT the information and documents transmitted by the CLIENT and/or another Party.

The Italian Partner is committed not to reveal the information and documents related to the PROJECT, having these been transmitted by the CLIENT or by the LEADER.

No Party shall reveal to third parties the content of the present AGREEMENT.

The Italian Partner will take all the necessary measures so that their experts who will participate in the execution of the SERVICES will also undertake this confidentiality obligation.

Article 11: Intellectual property

The studies, reports and documents developed by the Italian Partner will remain property of the CLIENT.

Article 12: Law applicable

Any controversy and disagreement might appear during the implementation of the present agreement, will be settled by negotiations. The law applicable to the AGREEMENT is the French law.

Article 13: Settlement of disputes

Disputes that may arise from the application of the present AGREEMENT will be settled under the ruling of the Administrative Tribunal of Paris.

Article 14: Notifications, communication and coordination

Any information, notice or communication between the Parties regarding the AGREEMENT shall be made in writing and shall be sent by registered mail, return receipt requested, or by facsimile or e-mail immediately confirmed in writing. It shall be deemed valid as of the time of its delivery to the recipient. All such correspondence shall be sent, postage prepaid, to the following addresses:

For ENA:

Mr. Emmanuel Vergne
2, avenue de l'Observatoire F-75006 Paris
Telephone: + 33 1 44 41 85 91
Fax: + 33 1 44 41 86 19
E-Mail: vergne@ena.fr

For SNA:

Mr. Aurelio La Torre
11 Via de' Robilant, 00135 Rome, Italy
Telephone: +39 06 33 565 216
Fax: +39 06 33 565 254
E-Mail: a.latorre@sna.gov.it

Either Party may change either its address or the name of its representative at any time by giving the other Parties written notice of such a change.

Made in Paris and Rome in two originals in English on *12/04/2025*

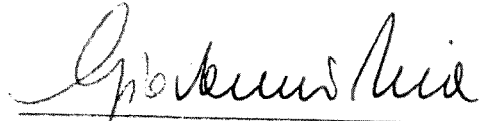


For ENA



Nathalie LOISEAU
Director

For SNA




Giovanni TRIA
President

VISA
Pour le Directeur régional
des Finances publiques

13 AVR. 2015

Le Contrôleur Financier en Région



Christian MURE

