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| **UGOVOR**  **O USPOSTAVLJANJU REGIONALNOG SIMULACIONOG CENTRA ZA BEZBEDNOST**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, sa sedištem u \_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_\_\_ , MB \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu \_\_\_\_\_\_\_\_\_\_\_\_, s (u daljem testu: \_\_\_\_\_\_\_\_\_\_\_\_\_\_), 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sa sedištem u \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, br\_\_\_\_, MB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (u daljem tekstu: \_\_\_\_\_\_\_\_\_\_\_,) 3. br\_\_\_\_, MB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (u daljem tekstu: \_\_\_\_\_\_\_\_\_\_\_,) 4. br\_\_\_\_, MB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (u daljem tekstu: \_\_\_\_\_\_\_\_\_\_\_,) 5. br\_\_\_\_, MB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (u daljem tekstu: \_\_\_\_\_\_\_\_\_\_\_,)   ........................................ u daljem tekstu zajedno: Strane  zaključili su  u \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dana\_\_\_\_\_\_\_\_\_\_ godine sledeći  **UGOVOR O O USPOSTAVLJANJU REGIONALNOG SIMULACIONOG CENTRA ZA BEZBEDNOST**  **I Uvodne odredbe**  Član 1.  Strane saglasno utvrdjuju:   1. Strane su ravnopravni učesnici projekta Erazmus + KA 2 „Izgradnja kapaciteta u visokom obrazovanju“ – Unapređenje akademskih i profesionalnih obrazovnih kapaciteta u Srbiji u oblasti bezbednosti“, broj 586410-EPP1-2017-1-RS-EPPKA2-CBHE-JP, koji je odobrila Evropska komisija, a čiji je cilj objedinjavanje i osnaživanje akademskih i strukovnih kapaciteta visokoškolskih ustanova akreditovanih za realizaciju studija bezbednosti u Republici Srbiji (u daljem tekstu: Projekat), 2. Strane su visokoškolske ustanove akreditovane u skladu sa relevantnim zakonima i drugim propisima Republike Srbije i čine deo Konzorcijuma za realizaciju Projekta, shodno Sporazumu o partnerstvu, zaključenom u.........dana............... (Partnership Agreement.........u daljem tekstu: Osnovni sporazum), Ugovoru o uspostavljanju međunarodne unije znanja, zaključenom u ­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_ dana\_\_\_\_\_\_\_\_\_\_(u daljem tekstu: Ugovor o međunarodnoj uniji znanja) i Ugovoru o obrazovnoj saradnji i uspostavljanju unije znanja, zaključenom u \_\_\_\_\_\_\_\_\_\_\_\_\_ dana\_\_\_\_\_\_\_\_\_\_(u daljem tekstu: Ugovor o uniji znanja), 3. Odnosi Strana povodom učešća u Projektu su načelno regulisani Osnovnim sporazumom, Ugovorom o međunarodnoj uniji znanja i Ugovorom o uniji znanja i Strane se slažu da će se odredbe ovog Sporazuma tumačiti u skladu sa ciljevima i principima navedenih pravnih akata. 4. U realizaciji ovog Ugovora, Strane će postupati u duhu međusobne saradnje i razumevanja, u dobroj veri i sa dužnom pažnjom, a u cilju ostvarenja ciljeva i principa Osnovnog sporazuma, Projekta, Ugovora o međunarodnoj uniji znanja i Ugovora o uniji znanja, 5. Izrazi koji se koriste u ovom Ugovoru tumačiće se u skladu sa definicijama iz člana 2 ovog Ugovora, relevantnim propisima Republike Srbije i principima i mehanizmima Evropskog prostora visokog obrazovanja, a neposredno se primenjuju definicije date u Osnovnom sporazumu, Projektu, Ugovoru o međunarodnoj uniji znanja i Ugovoru o uniji znanja, 6. Na sve što nije regulisano ovim Ugovorom, neposredno se primenjuju relevantne odredbe propisa važećih u Republici Srbije, prvenstveno u oblastima visokog obrazovanja, obligacionih odnosa, elektronskih komunikacij, informacione bezbednosti, prava intelektualne svojine, zaštite poslovne tajne i zaštite podataka o ličnosti.   **II Definicije**  Član 2.  Strane saglasno utvrdjuju da, dok se drugačije ne odluči, u ovom Ugovoru sledeći izrazi imaju navedeno značenje:   |  |  | | --- | --- | | Regionalni simulacioni centar za bezbednost | Regionalni simulacioni centar za bezbednost je elektronska komunikaciona mreža sačinjena od međusobno povezanih uređaja, koji razmenjuju podatke koristeći zajednički skup komunikacionih protokola i putem kog Strane pristupaju, uspostavljaju i održavaju vezu te koriste međusobne usluge, namenjena izvođenju računarskih simulacija i sličnih aktivnosti u sklopu realizacije nastave ili vannastavnih aktivnosti, uključujući, ali ne ograničavajući se na: vežbe, predavanja, seminare i demonstracije u okviru studijskih programa, kurseve, obuke, treninge i druge vidove neformalnog obrazovanja za studente i druge korisnike.  Centar služi studentima i drugim autorizovanim korisnicima koje odrede Strane. Centar se koristi putem fizičkog pristupa – na lokacijama na kojima se nalaze uređaji i oprema bilo koje od Strana i elektronski – putem daljinskog mrežnog pristupa sa uređaja koji imaju mogućnost autorizovanog pristupa. Strane putem Centra međusobno vrše obrazovne usluge, po dogovoru ustupaju sadržaje ili programe i kreiraju, u skladu sa posebnim ugovorom, zajedničke nastavne sadržaje. | | Koordinator Projekta | Koordinator Projekta je Kriminalističko-policijski Univerzitet, u svemu prema tekstu Projekta i Osnovnog sporazuma. | | Održavanje  i upravljanje | Održavanje i upravljanje Regionalnim simulacionim centrom za bezbednost podrazumeva niz fizičkih, tehničkih, logičkih i drugih mera za optimizaciju i zaštitu rada i funkcionisanja centra i usmeravanje i koordinaciju aktivnosti Strana povodom uspostavljanja i održavanja centra. |   **III Predmet Ugovora**  Član 3.  Predmet ovog Ugovora je uspostavljanje Regionalog simulacionog centra za bezbednost, rukovođenje centrom i principi saradnje i komunikacije Strana povodom njegovog uspostavljanja i održavanja.  Ovim Ugovorom se utvrđuju prava i obaveze Strana povodom uspostavljanja i korišćenja Regionalog simulacionog centra za bezbednost,  Predmet ovog Ugovora je i određivanje osnovnih tehničkih i drugih uslova za uspostavljanje i održavanje Regionalog simulacionog centra za bezbednost kao i pristup njegovim softverskim i fizičkim komponentama.  **IV Osnivanje i korišćenje Centra**  Član 4.  Strane ovim Ugovorom uspostavljaju Regionali simulacioni centar za bezbednost (u daljem tekstu: Centar).  Centar će biti finansiran sredstvima predviđenim Projektom.  Upravljanje Centrom Strane će vršiti preko zajedničkog tela, koje se uspostavlja ovim Ugovorom.  Član 5.  Telo za upravljanje Centrom se naziva Odbror Regionalnog simulacionog centra za bezbednost (u daljem tekstu: Odbor) i njega če činiti ovlašćeni predstavnici Strana, imenovani od strane zakonskih zastupnika Strana.  Broj predstavnika u Odboru zavisi od ulaganja Strane u razvoj Centra, tako da Strane koje su unele veći broj softverskih paketa imaju srazmerno veće učešće, što znači da Strane imaju sledeći broj predstavnika:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (npr. VA – 3, FB-2, KPA – 2, Ed – 1, Met-1)  Odbor je odgovoran za valjan rad Centra, koordinaciju aktivnosti Strana u vezi Centra i izradu nacrta uputstava i dokumenata vezanih za funkcionisanje i održavanje Centra.  Odbor će izraditi smernice, strategije i akcione planove kojima će se postići održivost Centra u dužem vremenskom periodu i osigurati njegovo funkcionisanje isključivo u svrhe predviđene Projektom, Osnovnim sporazumom i ovim Ugovorom.  Strane se obavezuju da će odluke i preporuke Odbora implementirati u potpunosti i u duhu Projekta, Osnovnog sporazuma i ovog Ugovora.  Specifikacija opreme, uređaja, mrežnih i tehničkih karakteristika i ostalih svojstava fizičkih i softverskih komponenti Centra će biti izvršeni u sklopu odgovarajućih faza Projekta, na način predviđen Projektom i Osnovnim sporazumom.  Strane zadržavaju pravo izbora odgovarajućih softverskih paketa za potrebe svojih studenata i drugih korisnika, u skladu sa Projektom i Osnovnim sporazumom.  Centar će biti formiran uspostavljanjem jedinstvenog sistema međusobno povezanih računara i drugih uređaja za automatsku obradu podataka svih Strana, po instrukcijama koje će zajednički doneti i usaglasiti ovlašćeni predstavnici Strana, kompetentni za poslove u oblasti informaciono-komunikacionih tehnologija.  Svaki računar ili drugi uređaj za automatsku obradu podataka koji je deo Centra mora se koristiti na način kojim se postiže svrha Projekta i ostvaruju ciljevi propisani Ugovorom o međunarodnoj uniji znanja i Ugovorom o uniji znanja.  Strane se obavezuju da će računare, uređaje i drugu opremu koristiti isključivo u svrhe predviđene Projektom i radi ostvarivanja ciljeva unije znanja, predviđene Ugovorom o uniji znanja.  Strane se obavezuju da će sva ulaganja u opremu izvršena iz budžeta Projekta nameniti u svrhe uspostavljanja, funkcionisanja i održavanja Centra.  Član 6.  Fizičke komponente Centra (računari, drugi uređaji za automatsku obradu podataka i oprema) se nalaze na različitim lokacijama, koje određuju Strane shodno Projektu, Osnovnom sporazumu i unutrašnjim aktima.  Fizička komponenta Centra predstavlja vlasništvo Strane koja ih je pribavila u skladu sa Projektom.  Softverska komponenta Centra, koja obuhvata kompjuterske programe i pripadajuće softverske elemente, predstavlja vlasništvo/predmet prava korišćenja Strane koja ih je nabavila u sklopu Projekta, u svemu prema predviđenom budžetu projekta, uz očuvanje i poštovanje prava intelektualne svojine i u svemu prema ugovorima o nabavci kompjuterskih programa i pripadajućih softverskih elemenata zaključenim sa izabranim dobavljačem.  Korišćenje Centra se odvija kroz fizički i elektronski pristup.  Elektronski pristup Centru se ostvaruje mrežno, dok se fizički pristup ostvaruje na nekoj od lokacija Centra.  Član 7.  Strana je dužna da na opravdan zahtev druge Strane omogući njenim studentima i drugim korinicima koji imaju njeno odobrenje fizički pristup lokacijama i korišćenje odgovarajućih softvera (u daljem tekstu: obrazovna usluga), uz obavezu druge Strane da postupa u skladu sa uputstvima Strane koja pruža obrazovnu uslugu, kao i da ne remeti njen redovan rad i funkcionisanje.  Strana koja pruža obrazovnu uslugu određuje raspored korišćenja i propisuje obavezne tehničke, bezbednosne i druge uslove koje Strana primalac obrazovne usluge mora da ispuni.  Strana koja pruža obrazovnu uslugu je dužna da, na opravdan zahtev druge Strane, omogući i elektronski pristup softverima koje koristi u okviru Centra, tako što bi studenti i drugi korisnici druge Strane izvršili daljinski mrežni pristup preko autorizovanih računara ili drugih uređaja za automatsku obradu podataka, shodno uputstvu koji izdaje Strana pružalac obrazovne usluge i uz obavezu ispunjenja odgovarajućih tehničkih, bezbednosnih i drugih uslova i poštovanje rasporeda korišćenja koji odredi Strana pružalac obrazovne usluge.  Strana ima pravo da uskrati fizički pristup korisnicima druge Strane iz stava 1. ovog člana ili elektronski pristup iz stava 3. ovog člana ukoliko zahtev nije opravdan ili ukoliko druga Strana ili njeni korisnici postupaju suprotno uputstvu Strane pružaoca obrazovne usluge ili ne ispune bezbednosne, tehničke i druge uslove Strane pružaoca obrazovne usluge ili narušavaju redovan rad i funkcionisanje Strane pružaoca obrazovne usluge, odnosno ukoliko svrha korišćenja koju Strana primalac obrazovne usluge zahteva nije u skladu sa ciljem Projekta.  Strana koja pruža obrazovne usluge može zahtevati naknadu opravdanih troškova ili protivuslugu Strane primaoca obrazovne usluge, s tim da navedena protivusluga mora da bude vezana za ostvarivanje ciljeva Projekta.  **V Prava i obaveze Strana**  Član 8.  Strana je dužna da odabere adekvatnu lokaciju za Centar i ispuni sve propisane, standardizovane i podrazumevane tehničke i druge karakteristike za valjano funkcionisanje Centra, u svemu prema Projektu, njegovim ciljevima, kriterijumima i principima.  Koordinator je dužan da u svoje ime a za račun Strana izvrši nabavku odgovarajućih uređaja i opreme, kao i softverskih paketa, u svemu prema Projektu i ovom Ugovoru, u cilju pune zaštite i očuvanja interesa svih Strana.  Svaka Strana je dužna da prema računarima, drugim uređajima za automatsku obradu podataka i opremi (fizičkim komponentama Centra) postupa sa standardom pažnje dobrog privrednika i vodi računa da se njihovo korišćenje realizuje shodno ciljevima i zahtevima Projekta.  Strane će primeniti najviše tehničke i druge standarde radi održavanja i obezbeđivanja Centra kao povezane mreže računara uz puno poštovanje propisa o informacionoj bezbednosti i implementaciju načela i mera važečih domaćih i međunarodnih standarda.  Strane će preduzeti propisane i potrebne mere radi fizičke i tehničke kao i informacione zaštite Centra kao mreže povezanih računara.  Ukoliko Strana, uz postojanje namere ili krajnje nepažnje lica koja postupaju u njeno ime, po njenom nalogu ili uz njeno odobrenje, nanese štetu drugoj Strani ili licima koja koriste Centar po odobrenju ili uz saglasnost druge Strane, dužna je da istu štetu naknadi, računajuči stvarnu štetu i izgubljenu dobit.  Član 9.  Strane su dužne da obezbede nesmetani elektronski i fizički pristup Centru studentima i drugim korisnicima, shodno projektu, ovom Ugovoru i usmenim ili pisanim sporazumima sa nekom od Strana.  Strane će zajednički izraditi Upustvo za korišćenje Centra preko mreže i Uputstvo o uslovima pristupa i načinu korišćenja Centra putem fizičkog pristupa.  Tekst uputstava iz stava 3. ovog člana se prilaže uz ovaj Ugovor i čini njegov sastavni deo.  Uputstva Strane pružaoca obrazovne usluge iz člana 7. ovog Ugovora moraju biti usklađena sa uputstvom iz stava 3. ovog člana.    Član 10.  Strane se obavezuju da će koristiti Centar u skladu sa zakonom, drugim propisima, opravdanim zahtevima ostalih Strana i upustvima iz člana 7. ovog ugovora.  Strane se obavezuju da neće koristiti Centra na način koji remeti rad i funkcionisanje ostalih Strana i lica koja koriste Centar po njihovom odobrenju.  Strane se obavezuju da će koristiti Centar po standardu pažnje dobrog privrednika.  Strana koja prilikom korišćenja Centra nanese štetu drugoj Strani uz postojanje namere ili krajnje nepažnje lica koja postupaju u njeno ime, po njenom nalogu ili uz njeno odobrenje, dužna je da istu štetu naknadi, računajući stvarnu štetu i izgubljenu dobit.  Strana koja, uz postojanje namere ili krajnje nepažnje lica koja postupaju u njeno ime, po njenom nalogu ili uz njeno odobrenje, dovede do neovlašćenog odavanja ili prenošenja poverljivih, tajnih ili osetljivih podataka, uključujući poslovne tajne, tajne podatke ili podatke o ličnosti, dužna je da nastalu štetu naknadi, računajući stvarnu štetu i izgubljenu dobit.    **VI Raskid Ugovora**  Član 11.  Svaka od strana može jednostrano da raskine ovaj Ugovor u slučaju kada ostale strane ne izvršavaju ili grubo krše svoje ugovorne obaveze.  Raskid Ugovora se izjavljuje u pisanom obliku.  Pre davanja izjave o jednostranom raskidu Ugovora iz stava 1 ovog člana, strana koja ima pravo na raskid dužna je da u pisanom obliku upozori ostale strane da namerava da raskine Ugovor, a ukoliko se ostale strane ogluše na upozorenje u roku od ...... (*npr. 30 dana*) od prijema obaveštenja u pisanom obliku upućenog tako da se na nesumnjiv način dokazuje njegovo uručenje, strana koja ima pravo na raskid može jednostrano da raskine ovaj Ugovor sa otkaznim rokom od ........ *(npr. 30)* dana.  Ukoliko Strana istupi iz Ugovora iako ne postoje okolnosti propisane stavom 1. ovog člana, dužna je da plati ugovornu kaznu u iznosu od \_\_\_\_\_\_\_\_\_\_\_\_\_  Ukoliko je Strana istupanjem prouzrokovala štetu ostalim Stranama, koja se može pripisati nameri ili nepažnji lica koja postupaju u njeno ime, po njenom nalogu ili uz njeno odobrenje, dužna je da je nadoknadi u razumnom roku.  Ukoliko je nastupila šteta po Stranu koja istupa iz Ugovora, a šteta se može pripisati nameri ili nepažnji lica koja postupaju u ime neke od ostalih Strana, po njenom nalogu ili uz njeno odobrenje, Strana koja je odgovorna za štetu će je nadoknaditi Strani koja istupa iz Ugovora, a ukoliko je šteta rezultat delovanja više Strana, one će za štetu odgovarati solidarno.  Istupanje jedne strane iz Ugovora u skladu sa prethodnim stavom ovog člana, ne utiče na važenje Ugovora prema ostalim Stranama.  Ukoliko iz Ugovora istupe tri ili više Strana od početnog broja potpisnika, Ugovor prestaje da važi.  U slučaju prestanka važenja Ugovora, svaka od strana zadržava sopstvena prava određena članom 5. ovog Ugovora, u vezi vlasništva nad uređajima, opremom i kompjuterskim programima sa pripadajučim softverskim elementima.  Prestanak važenja Ugovora ne sprečava Strane da zaključe novi ugovor kojim će obnoviti Centar, sa smanjenim i izmenjenim članstvom, pri čemu u novom Ugovoru moraju biti prisutne najmanje dve originalne potpisnice ovog Ugovora, dok ciljevi i principi novog Ugovora moraju ostati u skladu sa Projektom.  **XIII Merodavno pravo i rešavanje sporova**  Član 12.  Ovaj Ugovor je sastavljen i sprovešće se u skladu sa propisima Republike Srbije.  Strane su saglasne da će sve sporove iz ovog Ugovora pokušati da reše sporazumno, a ukoliko to nije moguće, nadležan je sud u Beogradu.  **XIV Izmene i dopune Ugovora**  Član 13.  Sve izmene i dopune ovog Ugovora moraju biti učinjene u pisanom obliku i potpisane od strane ovlašćenih predstavnika Strana.  Ni jedna Strana ne može da ustupi ili prenese na treće lice ovaj Ugovor ili prava i obaveze koji iz njega proističu, bez prethodne saglasnosti druge Strane date u pisanom obliku.  **VII Prelazne i završne odredbe**  Član 14.  Ovaj Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih predstavnika Strana i ostaće na snazi trajno, osim ako se ranije ne raskine u skladu sa ovim Ugovorom.  Član 15.  Ovaj Ugovor sačinjen je u \_\_\_\_\_\_\_\_\_\_\_\_\_istovetnih primeraka, po \_\_\_\_\_\_\_\_ za svaku Ugovornu stranu.    STRANE:  ­­­­­­­­­­­­­­­­­­­­­­­­­ | **CONTRACT**  **ON ESTABLISHING THE REGIONAL SIMULATION CENTER FOR SECURITY**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, seated at \_\_\_\_\_\_\_\_\_\_\_, St. \_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_\_, RN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT No. \_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by virtue of \_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_), 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, seated at \_\_\_\_\_\_\_\_\_\_\_, St. \_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_\_, RN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT No. \_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by virtue of \_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_), 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, seated at \_\_\_\_\_\_\_\_\_\_\_, St. \_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_\_, RN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT No. \_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by virtue of \_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_), 4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, seated at \_\_\_\_\_\_\_\_\_\_\_, St. \_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_\_, RN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT No. \_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by virtue of \_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_), 5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, seated at \_\_\_\_\_\_\_\_\_\_\_, St. \_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_\_, RN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT No. \_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by virtue of \_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_),   ........................................ hereinafter collectively referred to as: Parties  Have concluded  in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_ the following  **CONTRACT ON ESTABLISHING THE REGIONAL SIMULATION CENTER FOR SECURITY**  **I Introductory Provisions**  Article 1  The Parties halve agreed:   1. The Parties are equal participants in the project Erasmus + KA 2 "Capacity Building in Higher Education" - Improving Academic and Professional Educational Capacity in Serbia in the Area of Security", No. 586410-EPP1-2017-1-RS-EPPKA2-CBHE-JP, approved by the European Commission, which aims to consolidate and strengthen the academic and professional capacities of higher education institutions accredited for the implementation of security studies in the Republic of Serbia (hereinafter: the Project) 2. The Parties are higher education institutions accredited in accordance with the relevant laws and other regulations of the Republic of Serbia and form a part of the Consortium for the implementation of the Project, in accordance with the Partnership Agreement, concluded in ......... on ............... (Partnership Agreement ..... ... hereinafter: the Primary Agreement), the Contract on Establishing of the International Knowledge Alliance, concluded in \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ (hereinafter: Contract on International Knowledge Alliance) and the Contract on Educational Cooperation and Establishing of the Knowledge Alliance, concluded in \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ (hereinafter: Contract on Knowledge Alliance), 3. The relations of the Parties regarding the participation in the Project are in principle regulated by the Primary Agreement, Contract on the International Knowledge Alliance and Contract on Knowledge Alliance and the Parties agree that the provisions of this Agreement shall be interpreted in accordance with the objectives and principles of the listed legal acts. 4. In the implementation of this Contract, the Parties shall act in the spirit of mutual cooperation and understanding, in good faith and with due care, in order to achieve the objectives and principles of the Primary Agreement, Project, Contract on International Knowledge Alliance and Contract on Knowledge Alliance, 5. The terms used in this Contract shall be interpreted in accordance with the definitions under Article 2 of this Contract, the relevant regulations of the Republic of Serbia and the principles and mechanisms of the European Higher Education Area, while the definitions provided in the Primary Agreement, Project, Contract on International Knowledge Alliance and Contract on Knowledge Alliance will be directly applied. 6. Anything not regulated by this Contract shall be directly subject to the application of relevant provisions of the regulations in force in the Republic of Serbia, primarily in the fields of higher education, obligations, electronic communications, information security, intellectual property rights, protection of business secrets and personal data protection.     **II Definitions**  Article 2  The Parties have agreed that, unless otherwise decided, in this Contract the following terms shall have the specified meanings:   |  |  | | --- | --- | | Regional Simulation Centre for Security | The Regional Simulation Centre for Security is an electronic communications network comprised of interconnected devices that exchange data using a common set of communication protocols and through which the Parties access, establish and maintain a connection and use interoperable services for performing computer simulations and similar activities in the context of the realization of teaching or extra-curricular activities, including, but not limited to: exercises, lectures, seminars and demonstrations within study programs, courses, trainings, and other forms of non-formal education for students and other users.  The Centre provides services to the students and other authorized users designated by the Parties. The Centre is used by physical access - in locations where devices and equipment of any Party and electronic devices are located and electronically- via remote network access from devices that have the possibility of authorized access. The Parties through the Centre perform educational services, based on mutual agreement assign content or programs and create, in accordance with a special agreement, joint teaching contents. | | Project Coordinator | The Project Coordinator is the Criminal and Police Studies University, fully in accordance with the wordings of the Project and the Primary Agreement. | | Maintenance and Management | Maintaining and management of the Regional Simulation Centre for Security implies a number of physical, technical, logical and other measures for the optimization and protection of the operation and functioning of the Centre and the focusing and coordination of the activities of the Parties regarding the establishment and maintenance of the Centre |   **III Subject of the Contract**  Article 3  The subject of this Contract is the establishment of the Regional Simulation Centre for Security, the management of the Centre and the principles of cooperation and communication of the Parties on the occasion of its establishment and maintenance.  This Contract establishes the rights and obligations of the Parties regarding the establishment and use of the Regional Simulation Centre for Security,  The subject of this Contract is to determine the basic technical and other conditions for establishing and maintenance of the Regional Simulation Centre for Security as well as access to its software and physical components.  **IV Establishment and Use of the Centre**  Article 4  The Parties hereby establish a Regional Simulation Centre for Security (hereinafter: the Centre).  The Centre will be financed with the funds foreseen by the Project.  The Parties will manage the Centre through the joint body established by this Contract.  Article 5  The governing body of the Centre is called the Committee of the Regional Simulation Centre for Security (hereinafter: the Committee) and it shall be composed of authorized representatives of the Parties, appointed by the legal representatives of the Parties.  The number of representatives in the Committee depends on the investment of the Party in the development of the Centre, so that the Parties that have contributed a larger number of software packages will have a relatively higher share, which means that the Parties have the following number of representatives: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e.g. VA - 3, FB - 2, KPA - 2, Ed-1, Met-1)  The Committee is responsible for the proper functioning of the Centre, coordination of the activities of the Parties regarding the Centre and drafting of instructions and documents related to the functioning and maintenance of the Centre.  The Committee will develop guidelines, strategies and action plans that will facilitate the sustainability of the Centre over a longer period of time and ensure its functioning exclusively for the purposes set forth in the Project, Preliminary Agreement and this Contract.  The Parties undertake to implement the decisions and recommendations of the Committee in full and in the spirit of the Project, Preliminary Agreement and this Contract.  The specification of equipment, devices, network and technical characteristics and other properties of the physical and software components of the Centre will be performed within the appropriate stages of the Project, in the manner foreseen by the Project and Preliminary Agreement.  The Parties retain the right to choose the appropriate software packages for the needs of their students and other users, in accordance with the Project and Preliminary Agreement.  The Centre will be formed by establishing a unified system of interconnected computers and other devices for automatic data processing of all Parties, in accordance with instructions that will be jointly adopted and agreed upon by authorized representatives of the Parties, competent for the tasks in the field of information and communication technologies.  Any computer or other automatic data processing device that is a part of the Centre must be used in a way that achieves the purpose of the Project and achieves the objectives prescribed by the Contract on International Knowledge Alliance and Contract on Knowledge Alliance.  The Parties undertake to use computers, devices and other equipment exclusively for the purposes envisaged by the Project and for the achievement of the objectives of the Knowledge Alliance, as envisaged by the Contract on Knowledge Alliance.  The Parties undertake to allocate all investments in equipment realized under the Project budget for the purpose of establishing, functioning and maintaining the Centre.  Article 6  Physical components of the Centre (computers, other automatic data processing devices and equipment) are located at different locations, determined by the Parties in accordance with the Project, Preliminary Agreement and internal acts.  Physical components of the Centre are the property of the Party that obtained them in accordance with the Project.  The software component of the Centre, which includes computer programs and related software elements, is the property/subject of the use rights of the Party that acquired them within the Project, fully in accordance with the project budget, while preserving and respecting the intellectual property rights and fully according to the contracts for the purchase of computer programs and related software elements concluded with the selected supplier.  The use of the Centre takes place through physical and electronic access.  Electronic access to the Centre is realized online, while physical access is realized on one of the Centre’s locations.  Article 7  The Party is obliged, upon the justified request of the other Party, to allow its students and other users, who have been granted its approval, the physical access to the locations and the use of appropriate software (hereinafter: Educational Service), with the obligation of the other Party to comply with the instructions provided by the Party Providing the Educational Service, as well as not to disturb its regular operation and functioning.  The Party Providing the Educational Service determines the usage schedule and prescribes the compulsory technical, security and other conditions that the Party Receiving the Educational Service must fulfil.  Party Providing the Educational Service is obliged, upon the justified request of the other Party, to provide electronic access to the software used within the Centre, by enabling students and other users of the other Party to make remote network access through authorized computers or other automatic data processing devices, in accordance with the instructions issued by the Party Providing the Educational Service and with the obligation to meet the appropriate technical, safety and other requirements and to observe the usage schedule determined by the Party Providing the Educational Service.  The Party shall have the right to refuse physical access to the users of the other Party referred to in paragraph 1 of this Article or the electronic access referred to in paragraph 3 of this Article if the request is not justified or if the other Party or its users act contrary to the instructions of the Party Providing the Educational Service or fail to fulfil the security, technical and other requirements of the Party Providing the Educational Service or disturb the regular work and functioning of the Party Providing the Educational Service, or if the purpose of the use which the Party Receiving the Educational Service requires is not in accordance with the objective of the Project.  The Party Providing the Educational Service may request compensation for the eligible costs or countermeasures of the Party Receiving the Educational Service, with the said counter-service having to be related to achieving the objectives of the Project.    **V Rights and Obligations of the Parties**  Article 8  The Party is obliged to select an adequate location for the Centre and fulfil all prescribed, standardized and assumed technical and other characteristics for the proper functioning of the Centre, fully according to the Project, its objectives, criteria and principles.  The Coordinator is obliged, in its own name but for the account of the Parties, to purchase appropriate devices and equipment, as well as software packages, in accordance with the Project and this Contract, in order to protect and preserve the interests of all Parties.  Each Party shall treat the computers and other automatic data processing devices and equipment (physical components of the Centre) with the standard of care of a prudent businessman and shall ensure that such use is realized in accordance with the objectives and requirements of the Project.  The Parties shall apply the highest technical and other standards in order to maintain and secure the Centre as an affiliated network of computers with full compliance with the regulations on information security and the implementation of the principles and measures of applicable domestic and international standards.  The Parties shall take the prescribed and necessary measures for the physical and technical as well as the information protection of the Centre as a network of connected computers.  If a Party, intentionally or due to a gross negligence of the persons acting on its behalf, at its order or with its authorization, inflicts damage to the other Party or persons who use the Centre upon the approval or with the consent of the other Party, it shall be obliged to compensate the said damage and loss of profit.  Article 9  The Parties shall ensure an unobstructed electronic and physical access to the Centre for students and other users, in accordance with the project, this Contract and oral or written agreements with any of the Parties.  The Parties shall jointly develop a Manual for the use of the Centre online and a Manual on requirements for access and method of use of the Centre by means of a physical access.  The texts of the manuals referred to in paragraph 3 of this Article shall be enclosed to this Contract and shall form an integral part thereof.  The manuals of the Party Providing the Educational Service referred to in Article 7 of this Contract must comply with the manual referred to in paragraph 3 of this Article.  Article 10  The Parties undertake to use the Centre in accordance with the law, other regulations, justified requests of other Parties and manuals referred to in Article 7 of this contract.  The Parties undertake not to use the Centre in a manner that distorts the operation and functioning of other Parties and persons using the Centre upon their approval.  The parties undertake to use the Centre according to the standards of a prudent businessman's practice.  A Party which, when using the Centre, inflicts damage to the other Party intentionally or due to a gross negligence of the persons acting on its behalf, at its order or with its authorization, shall be obliged to compensate the said damage and loss of profit.  A party which, intentionally or due to a gross negligence of the persons acting on its behalf, at its order or with its authorization, gives rise to the unauthorized disclosure or transmission of confidential, secret or sensitive information, including trade secrets, classified information or personal data, shall be obliged to compensate the said damage and loss of profit.    **VI Termination of Contract**  Article 11  Each Party may unilaterally terminate this Contract in cases when other parties fail to comply with or severely violate their contractual obligations.  Termination of the Contract shall be made in writing.  Before giving a statement on the unilateral termination of the Contract referred to in paragraph 1 of this Article, the party entitled to the termination shall warn the other parties in writing that it intends to terminate the Contract, and if the other parties fail to respond within ..... (e.g. 30 days) from the receipt of the written notice which was delivered in such a way as to enable that its delivery can be undoubtedly proven, the party entitled to the termination may unilaterally terminate this Contract with a notice period of ........ (e.g. 30) days.  If a Party withdraws from the Contract, although the circumstances stipulated by par. 1 of this Article do not exit, it is obliged to pay a penalty in the amount of \_\_\_\_\_\_\_\_\_\_\_\_  If the Party has caused damage to other Parties, attributable to intent or negligence of persons acting on its behalf, in accordance with its order or with its approval, that Party shall be obligated to make remuneration within a reasonable time.  In the event of damage to the Party withdrawing from the Contract and the damage may be attributed to intent or negligence of persons acting on behalf of any of the other Parties, in accordance with its order or with its approval, the Party responsible for the damage shall compensate such damage to the Party withdrawing from the Contract, and If the damage is the result of the action of more than one Party, they will be jointly and severally liable for the damage.  Withdrawal of one Party from the Contract in accordance with the preceding paragraph of this Article shall not affect the validity of the Contract towards other Parties.  If three or more Parties out of the initial number of the signatories withdraw from the Contract, the Contract ceases to be valid.  In the event of termination of the Contract, each party shall retain its own rights as defined in Article 5 of this Contract, in respect of the ownership of the devices, equipment and computer programs with associated software elements.  Termination of the Contract shall not prevent the Parties from concluding a new contract renewing the Centre with reduced or altered membership, whereby at least two original signatories to this Contract must be present in the new Contract, while the objectives and principles of the new Contract must remain in compliance with the Project.    **XIII Governing Law and Settlement of Disputes**  Article 12  This Contract has been prepared and shall be implemented in accordance with the regulations of the Republic of Serbia.  The Parties agree that all disputes arising from this Contract shall be resolved by mutual consent, and if this is not possible, the court in Belgrade shall have jurisdiction.  **XIV Amendments to the Contract**  Article 13  All amendments to this Contract shall be made in writing and signed by the authorized representatives of the Parties.  No Party may delegate or transfer to a third party this Contract or the rights and obligations arising therefrom, without the prior consent of the other Party, in writing.  **VII Transitional and Final Provisions**  Article 14  This Contract shall enter into force on the day of its signing by the authorized representatives of the Parties and shall remain in force permanently unless it has been terminated earlier in accordance with this Contract.  Article 15  This Contract is prepared in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ counterparts, \_\_\_\_\_\_\_\_ for each Contracting Party.    PARTIES:  ­­­­­­­­­­­­­­­­­­­­­­­­­ |