



# **COLLABORATION AGREEMENT**

(hereinafter "Agreement")

between

University Of Belgrade: Faculty for Security Studies

Belgrade, Serbia

and

Research Center (Forschungszentrum) "Advanced Risk Technologies"

Stuttgart, Germany,

together with

Steinbels University

Berlin, Germany,

regarding

# EDUCATIONAL AND RESEARCH COOPERATION IN THE FRAMEWORK OF THE EU ERASMUS+ PROJECT IMPRESS (PROJECT REFERENCE 586410-EPP-1-2017-1-RS-EPPKA2-CBHE-JP)

(Version of August 14, 2020)

The University Of Belgrade: Faculty for Security Studies, Belgrade, Serbia (hereinafter referred to as "FSS") and Research Center "Advanced Risk Technologies", Stuttgart, Germany, together with Steinbeis University, Berlin, Germany, (hereinafter referred to as "Steinbeis"), jointly hereinafter referred to as the "Parties", seeking to enhance capacity building in the field of academic and professional education in the area of Safety & Security (S&S) and create the International Knowledge Alliance, have agreed to the following:

### 1. GENERAL

- 1.1 Steinbeis and FSS agree on the usefulness and importance of establishing cultural, educational collaboration relationships, in order to establish and consolidate the bond of friendship between the two academic institutions and between the two countries, the exchange of students, teachers and researchers.
- 1.2 The Parties are members of 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).
- 1.3 The key objective of the Project and this Agreement is to build a model for improving the educational capacities of Serbia in the field of security studies by the establishment of a knowledge alliance and strategic cooperation with the European Union through the mechanisms of the European Higher Education Area.
- 1.4 The relations of the Parties regarding the participation in the Project are regulated by the contractual documents, agreements and other documents governing the project.
- 1.5 In the implementation of this Agreement, the Parties should 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 above project documents.
- 1.6 The terms used in this Agreement should be interpreted in accordance with the definitions under Article 2 of this Agreement.



#### 2. DEFINITIONS

The Parties agree to adopt the following definitions for the purposes of this Agreement:

- "SYLLABUS" means the identification of details of a specific course (e.g. course agen and a, literature) and the required competences. It must include the teaching methods and evaluation criteria ia;
- "EUROPEAN TRANSFER AND ACCUMULATION SYSTEM" (ECTS) means the European in student credit accumulation and transfer system, based on the workload (in hours) required to ach hieve the objectives of the course, to be expressed in terms of learning outcomes and of skills to be acquired;
- "PROCESS OF BOLOGNA" means the process of harmonization of the European high the education systems, with the aim of creating a European area of higher education and of promoting it on a glost obal scale to increase its international competitiveness;
- "INTERNATIONAL KNOWLEDGE ALLIANCE" The Knowledge Alliance is a voluntary s strategic partnership of the Parties established by this Agreement on the basis of the Consortium Agreement, Partnership Agreement, the Project and other written agreements that are or shall be concluded between all Project members with this purpose, and which is manifested through the organization and implementation of jujoint activities aimed at strengthening the academic and professional educational capacities in Serbia in the field of security. The Knowledge Alliance established by this Agreement is an integral part of the Internati i ronal Knowledge Alliance established in the accordance with the Project and special agreements that shall be concluded among all members of the Consortium (hereinafter: special agreements on the International Kni nowledge Alliance);
- "JOINT ACTIVITIES" Joint activities aimed at strengthening academic and profession nal educational capacities in Serbia in the field of security and strengthening the organisational, research, educating ional and technological resources of the Parties, including (but not limited to) to the following: organization · of periodic conferences, seminars and round tables; strengthening the knowledge alliance through mutual cooperation, understanding and exchange of information; respect and preservation of mutual achievements in the field of education and research; joint research in order to analyse the needs of the domestic and foreign lab bour market; the establishment of business and research consortiums aimed at conducting joint projects; providing joint establishment of business and research consolitative in the field of education, in a providing joint commercial services to third parties, other joint activities in the field of education, in a providing joint commercial services to third parties, other joint activities in the field of education, in a providing joint commercial services to third parties, other joint activities in the field of education, in a providing joint commercial services to third parties, other joint activities in the field of education, in a providing joint commercial services to third parties, other joint activities in the field of education, in a providing joint commercial services to third parties, other joint activities in the field of education, in a providing joint commercial services to third parties, other joint activities in the field of education and research; and resource sharing between the Parties, e.g. engaging persons from one Party in a project of the other Party;
- "FORCE MAJERURE" If any Party has been prevented from fulfilling any of its obligations arising out of this Agreement by circumstances that are not within its reasonable control, that Party sh. all be released from the fulfilling of that obligation for the duration of the relevant event (war, flood , severe accident, earthquake, etc.).

# 3. SUBJECT OF THE AGREEMENT - ESTABLISHING AN INTERNATIONAL KNOW LEDGE ALLIANCE AND LAUNCHING OF EDUCATIONAL AND RESEARCH COOPERATION

- The subject of this Agreement is the defining of mutual rights and obligatio and the principles of cooperation between the Parties in the field of education and research, wit in the aim of strengthening the alliance of knowledge and strategic cooperation with the European Union through the mechanisms of the European Higher Education Area. This Agreement will serve as a platform for broad research, educational, technological and commercial cooperation be ween the Parties.
- The Parties agree to establish a mutual knowledge alliance, as part of an Int ernational Knowledge Alliance defined by the Project and special agreements, through undertakin g joint activities in accordance with Article 2 of this Agreement.

# RIGHTS AND OBLIGATIONS OF THE PARTIES

- The Parties have the right to freely use the results of the Project in accordance with the rules of the Project and special agreements, meeting the educational needs of their students and improving their own academic, research, commercial and professional capacities.
- The Parties have the right to engage in bilateral or multilateral relations for the purpose of creating 4.2 new study programs, establishing joint study programs or other forms of partnership in higher education, in accordance with the regulations in the field of higher education, for the purpose of full realization of the objectives of the Project.
- The Parties have the right to engage in Joint Activities as defined in Article 2: DEFINITIONS. 4.3
- The Parties undertake to keep as confidential all information which is explicitly designated by the 4.4 Parties as such, including personal data, trade secrets and classified information.
- The Parties agree that any information of a general, business and technological character obtained 4.5 from the other party will be treated as confidential and that, as such, they will not be made available to the public without the written consent of the other party.





5.1 Cooperation under this Collaboration Agreement is to commence upon signature and continue for 3 (three) years with the option to be prolonged by a consecutive Agreement.

#### 6. TERMINATION OF THE AGREEMENT

- 6.1 Termination of the Agreement shall be made in writing.
- 6.2 This Collaboration Agreement may be discontinued at any time in writing by the mutual consent of the Parties.
- 6.3 Each Party may unilaterally terminate this Agreement, without specifying the reason.
- Before giving a statement on the unilateral termination of the Agreement, as referred to in paragraph
   6.3 of this Article, the Party initiating the termination shall warn the other Party in writing that it intends to terminate the Agreement with a notice period of 30 days.

#### 7. MANAGEMENT & COORDINATION

- 7.1 Each Party will nominate one Cooperation Manager as the main contact and person in charge of the Agreement.
- 7.2 Specific agreements detailing terms and conditions applicable to the particular activities may be concluded by the Parties, prior to commencing an activity and on a case-by-case basis.

#### 8. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 8.1 The Agreement, as exclusively applied to the activities executed in each Party's country, shall be interpreted under the laws within that respective country. Any controversy, dispute or claim arising under or relating to the provisions of this Agreement, or the breach thereof, shall be determined by arbitration of the Court of Justice in the country of the Party alleged to have committed the breach. The decision of the Court shall be binding and final on the Parties.
- 8.2 The language of the proceedings (including documents) will be English.
- 8.3 All issues not regulated by this Agreement shall be subject to the provisions of the laws regulating higher education and obligations, as well as other relevant regulations in the country of the accused Party.
- 8.4 The Parties agree that all disputes arising from this Agreement shall be resolved by mutual consent, and if this is not possible, the court in the country of the accused will have jurisdiction.

# 9. AMENDMENTS TO THE AGREEMENT

- 9.1 All amendments to this Agreement shall be made in writing and signed by the authorized representatives of the Parties.
- 9.2 No Party may delegate or transfer to a third party this Agreement or the rights and obligations arising therefrom, without the prior consent of the other Party, in writing.

#### 10. TRANSITIONAL AND FINAL PROVISIONS

- 10.1 All issues not regulated by this Agreement shall be subject to the provisions of the respective national law governing the subject matter.
- 10.2 If one or more of the provisions of this Agreement are invalid or become invalid, this will not affect the validity of other provisions.

#### 11. ENTRY INTO FORCE AND DURATION

- 11.1 This Agreement shall enter into force on the date of its signing by the authorized representatives of the Parties and shall remain in force until the completion of the Project, unless it has been previously terminated in accordance with this Agreement.
- 11.2 This Agreement may at any time be modified in writing by mutual consent of the Parties.

#### 12. DRAFTING AND SIGNATURE

12.1 This Agreement is prepared in two equivalent copies for each Party in the Agreement.



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# 13. SEVERABILITY

13.1 Should any provision of this Agreement be wholly or partially invalid, this coes not affect the validity of any remaining provisions. In such cases, the Parties of the Agreement on tundertake to replace invalid Agreement.



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#### SIGNED

For Steinbels University:

Name: Prof. Dr. Giorgi Khubua

Function: President for Researgh

Signature:

Forschungszentrum "Advanced Risk Technologies:

Name: Prof. Dr. A. Jovanović

Function: Director

Signature:

Place: Stuttgart, Germany

Date: 14.08.2020

Signature: Place: BELGRADE Date: 19.08.2020 SERBIA

For University of Belgrade: Faculty for Security Studies (FSS):
Name: PROF. De. VCADIMIE M. CVETKOVIC

Function: DEAL