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| **UGOVOR**  **O OBRAZOVNOJ I ISTRAŽIVAČKOJ SARADNJI U OKVIRU MEĐUNARODNE UNIJE ZNANJA**   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: \_\_\_\_\_\_\_\_\_\_\_,) 6. br\_\_\_\_, MB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (u daljem tekstu: \_\_\_\_\_\_\_\_\_\_\_,) 7. br\_\_\_\_, MB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (u daljem tekstu: \_\_\_\_\_\_\_\_\_\_\_,)   ........................................ u daljem tekstu zajedno: Strane  zaključili su  u \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dana\_\_\_\_\_\_\_\_\_\_ godine sledeći  **UGOVOR**  **O OBRAZOVNOJ I ISTRAŽIVAČKOJ SARADNJI U OKVIRU MEĐUNARODNE UNIJE ZNANJA**  **I Uvodne odredbe**  Član 1.  Strane saglasno utvrdjuju:   * Strane su 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), * Zaključenje ovog Ugovora na sprečava Strane da uspostave slične ugovorne aranžmane sa drugim učesnicima Projekta, osim ukoliko odredbe tih aranžmana nisu u suprotnosti sa ovim Ugovorom, u kom slučaju odredbe ovog Ugovora imaju prednost, * Ključni cilj Projekta i ovog ugovora je izgradnja Modela unapređenja obrazovnih kapaciteta Srbije u oblasti studija bezbednosti, kroz formiranje unije znanja i stratešku saradnju sa Evropskom unijom kroz mehanizme Evropskog prostora visokog obrazovanja, * Odnosi Strana povodom Sporazumom o partnerstvu, Sporazumom o konzorcijumu i Pravilima Projekta(............) i Strane se slažu da će se odredbe ovog Ugovora tumačiti u skladu sa ciljevima i principima gore pomenutih sporazuma i pravila, * 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 Sporazuma o partnerstvu, Sporazuma o konzorcijumu, Projekta i ovog Ugovora, * Izrazi koji se koriste u ovom Ugovoru tumačiće se u skladu sa definicijama iz člana 2 ovog Ugovora i shodno propisima koji su na snazi u Republici Srbiji, a kojima se uredjuje visoko obrazovanje, odnosno obligacioni odnosi.   **II Definicije**  Član 2.  Strane saglasno utvrdjuju da, dok se drugačije ne odluči, u ovom Ugovoru sledeći izrazi imaju navedeno značenje:   |  |  | | --- | --- | | Unija znanja | Unija znanja je dobrovoljni strateški partnerski odnos Strana koji se uspostavlja ovim Ugovorom na temelju Osnovnog sporazuma, a manifestuje se kroz orgaizaciju i realizaciju zajedničkih aktivnosti usmerenih na jačanje akademskih i profesionalnih obrazovnih kapaciteta u Srbiji u oblasti bezbednosti. Unija znanja uspostavljena ovim Ugovorom je sastavni deo Međunarodne unije znanja koja se formira Osnovnim sporazumom i Posebnim ugovorom svih članica Konzorcijuma (u daljem tekstu: Poseban ugovor o međunarodnoj uniji znanja) | | Zajedničke aktivnosti | Zajedničke aktivnosti usmerene na jačanje akademskih i profesionalnih obrazovnih kapaciteta u Srbiji u oblasti bezbednosti i unapređewe organizacionih, istraživačkih, obrqazovnih i tehničko-tehnoloških resursa Strana, a obuhvataju (ne ograničavajući se na navedeno); realizaciju periodičnih konferencija, seminara i okruglih stolova; jačanje unije znanja kroz međusobnu saradnju, razumevanje i razmenu informacija; poštovanje i očuvanje međusobnih dostignuća u oblasti obrazovanja i istraživanja; zajednička istraživanja u cilju analize potreba domaćeg i inostranih tržišta rada; uspostavljanje poslovnih i istraživačkih konzorcijuma usmerenih na sprovođenje zajedničkih projekata i pružanje komercijalnih usluga trećim stranama i ostale aktivnosti u oblasti obrazovanja, inovacija i istraživanja. | | Informacije koje se štite kao poslovna tajna | Smatraju se naročito: finansijski, ekonomski, poslovni, naučni, tehnički, tehnološki, proizvodni podaci, studije, testovi, rezultati istraživanja, uključujući i formulu, crtež, plan, projekat, prototip, kod, model, kompilaciju, program, metod, tehniku, postupak, obaveštenje ili uputstvo internog karaktera i slično, bez obzira na koji način su sačuvani ili kompilirani.  Informacije koje se štite kao poslovna tajna mogu biti u sledećim obilicima: dokumenat, razgovor, elektronski oblik, informacije koje su sadržane u fizičkim delovima, modelima, metodologiji, softveru ili materijalnim uzorcima, koje se na bilo koji način odnose na predmet Ugovora, a koje su izložene od jedne Ugovorne strane koja ih pruža drugoj Ugovornoj strani koja ih prima, ili koje Ugovorne strane medjusobno razmenjuju. | | Viša sila  (Force Majeure) | Force Majeure (Viša sila) -Ako je bilo koja ugovorna strana sprečena da ispuni bilo koju svoju obavezu proisteklu iz ovog ugovora okolnostima koje nije razumno u stanju da kontroliše, ta ugovorna strana se oslobadja izvršenja te obaveze tokom vremena trajanja relevantnog dogadjaja (rat, poplava, teža hvarija, zemljotres i sl.). |   **III Predmet Ugovora**  Član 3.  Predmet ovog Ugovora je definisanje medjusobnih prava i obaveza i principa saradnje Strana u oblasti obrazovanja i istraživanja, a u cilju jačanja unije znanja i strateške saradnje sa Evropskom unijom kroz mehanizme Evropskog prostora visokog obrazovanja.  Ovaj Ugovor će služiti kao platforma za uspostavljanje široke istraživačke, obrazovne, tehničko-tehnološke i poslovne saradnje Strana.  **IV Stvaranje unije znanja i pokretanje obrazovne i istraživačke saradnje**  Član 4.  Strane saglasno uspostavljaju međusobnu uniju znanja, koja predstavlja deo međunarodne unije znanja definisane Projektom i posebnim sporazumima, kroz preduzimanje zajedničkih aktivnosti u skladu sa članom 2. ovog Ugovora.  Strane ovim Ugovorom formiraju Zajednički projektni odbor, koji će štititi i zastupati interese i ciljeve definisane ovim Ugovorom (u daljem tekstu: Odbor).  Odbor će činiti zakonski zastupnici Strana ili lica koja zakonski zastupnici pismeno odrede kao ovlašćene predstavnike.  Odbor nema status pravnog lica.  Nadležnosti Odbora obuhvataju: sačinjavanje predloga budućih sporazuma Strana kojima će se definisati konkretni oblici obrazovne, istraživačke i poslovne saradnje; strateško planiranje zajedničkih aktivnosti; kooridnacija aktivnosti Strana u vezi predmeta ovog Ugovora; formulisanje zajedničkih projektnih predloga i obrazovnih, istraživačkih i poslovnih aktivnosti.  Odbor će se sastajati najmanje jedanput godišnje u periodu do završetka Projekta i podnosiće redovne godišnje izveštaje Stranama i svim članovima Konzorcijuma.  **V Prava i obaveze Strana**  Član 5.  Strane imaju pravo da nesmetano koriste rezultate Projekta, u skladu sa pravilima Projekta i posebnim ugovorima, zadovoljavajući obrazovne potrebe svojih studenata i unapređujući sopstvene akademske, istraživačke, poslovne i profesionalne kapacitete.  Strane imaju pravo da stupaju u međusobne bilateralne ili multilateralne odnose radi stvaranja novih studijskih programa, uspostavljanja zajedničkih studijskih programa ili drugih oblika partnerstva u visokom obrazovanju, shodno propisima u oblasti visokog obrazovanja, a radi pune realizacije ciljeva Projekta.  Član 6.  Strane se obavezuju da će blagovremeno i savesno preduzeti aktivnosti vezane za uspostavljanje i funkcionisanje Odbora iz člana 4 ovog Ugovora.  Strane se obavezuju da će u cilju realizacije zajedničkih aktivnosti iz člana 2. ovog Ugovora organizovati konferencije, tribine, seminare i okrugle stolove na periodičnoj bazi, u terminima koji će biti saglasno utvrđeni, uz učešće svih ili najmanje dve Strane.  Strane se obavezuju da će kao poverljive čuvati sve informacije koje neka od Strana eksplicitno označi kao takve, uključujući podatke o ličnosti, poslovne tajne i tajne podatke.  Strane su saglasne da će se kao poverljive tretirati bilo koje informacije opšteg, poslovnog i tehnološkog karaktera dobijene od druge strane i da se, kao takve, neće učiniti dostupnim javnosti, bez pisane saglasnosti druge strane.  **VI Raskid Ugovora**  Član 7.  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.  Istupanje jedne strane iz Ugovora u skladu sa prethodnim stavom ovog člana, ne utiče na važenje Ugovora prema ostalim Stranama.  Ukoliko iz Ugovora istupi više od polovine od početnog broja potpisnika, Ugovor prestaje da važi.  **XIII Merodavno pravo i rešavanje sporova**  Član 8.  Ovaj Ugovor je sastavljen i sprovešće se u skladu sa propisima Republike Srbije.  Na sva pitanja koja nisu uredjena ovim Ugovorom, primenjivaće se odredbe zakona kojima se uredjuju visoko obrazovanje i obligacioni odnosi, kao i drugi relevantni propisi u Republici Srbiji.  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 9.  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 10.  Na sva pitanja koja nisu uredjena ovim Ugovorom, primenjivaće se odredbe zakona kojim se uredjuju obligacioni odnosi.  Ukoliko su jedna ili više odredaba ovog Ugovora nevažeće, odnosno postanu nevažeće, to neće uticati na važnost ostalih odredbi.  Član 11.  Ovaj Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih predstavnika Strana i ostaće na snazi do završetka Projekta, osim ako se ranije ne raskine, u skladu sa ovim Ugovorom.  Član 12.  Ovaj Ugovor sačinjen je u \_\_\_\_\_\_\_\_\_\_\_\_\_istovetnih primeraka, po \_\_\_\_\_\_\_\_ za svaku Ugovornu stranu.    STRANE:  ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­ | **CONTRACT**  **ON EDUCATIONAL AND RESEARCH COOPERATION IN THE FRAMEWORK OF THE INTERNATIONAL KNOWLEDGE ALLIANCE**   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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_), 6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, seated at \_\_\_\_\_\_\_\_\_\_\_, St. \_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_\_, RN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT No. \_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by virtue of \_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_), 7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 EDUCATIONAL AND RESEARCH COOPERATION IN THE FRAMEWORK OF THE INTERNATIONAL KNOWLEDGE ALLIANCE**  **I Introductory Provisions**  Article 1  The Parties have agreed:   * 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), * This Contract does not exclude Parties from concluding similar aggreements with other members of the Project, except when one or more provisions of that agreement would be in the collision with obligations taken by this Contract, in which case this Contract has the priority, * The key objective of the Project and this contract 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, * The relations of the Parties regarding the participation in the Project are regulated by the Consortium Agreement, Partnership Agreement and the Project Rules (………) , and the Parties state that the provisions of this Contract shall be interpreted in accordance with the objectives and principles of the above mentioned agreements and rules,, * 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 Consortium Agreement, Partnership Agreement , the Project and this Contract, * The terms used in this Contract shall be interpreted in accordance with the definitions under Article 2 of this Contract and the regulations that are effective in the Republic of Serbia which regulate the higher education, i.e. obligations.   **II Definitions**  Article 2  The Parties have agreed that, unless otherwise decided, that the following terms in this Contract shall have the specified meanings:   |  |  | | --- | --- | | International Knowledge Alliance | The Knowledge Alliance is a voluntary strategic partnership of the Parties established by this Contract 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 joint activities aimed at strengthening the academic and professional educational capacities in Serbia in the field of security. The Knowledge Alliance established by this Contract is an integral part of the International 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 Knowledge Alliance). | | Joint Activities | Joint activities aimed at strengthening academic and professional educational capacities in Serbia in the field of security and strenghtening the organisational, research, educational 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 labour market; the establishment of bussines and research consortiums aimed at conducting joint projects and providing joint commercial services to third parties, other joint activities in the field of education, innovation and research. | | Information to be protected as trade secret | In particular, these are: financial, economic, business, scientific, technical, technological, operational data, studies, tests, research results, including the formula, drawing, plan, design, prototype, code, model, compilation, program, method, technique, procedure, notice or instruction of an internal character, and the like, regardless of the way they are stored or compiled.  Information to be protected as a trade secret may be in the following forms: document, discussion, electronic form, information contained in material parts, models, methodology, software or material samples, which in any way relate to the subject matter of the Contract, and which are disclosed by one Contracting Party which provides them to another Contracting Party receiving them, or which are mutually exchanged by the Contracting Parties. | | Force Majeure | Force Majeure - If any Contracting Party has been prevented from fulfilling any of its obligations arising out of this Contract by circumstances that are not within its reasonable control, that Party shall be released from the fulfilling of that obligation for the duration of the relevant event (war, flood , severe accident, earthquake, etc.). |   **III Subject of the Contract**  Article 3  The subject of this Contract is the defining of mutual rights and obligations and the principles of cooperation between the Parties in the field of education and research, with the aim of strenghtning the alliance of knowledge and strategic cooperation with the European Union through the mechanisms of the European Higher Education Area.  This Contract shall serve as a platform for broad research, educational , technological and commercial cooperation between Parties.  **IV The establishment of knowledge alliance and launching of educational and research cooperation**  Article 4  The Parties agree to establish a mutual knowledge alliance, as part of an international knowledge alliance defined by the Project and special agreements, through undertaking joint activities in accordance with Article 2 of this Contract.  By this Contract, the Parties are establishing the Joint Project Board, that shall protect and represent mutual aims and interest set by this Contract (hereinafter: Board).  The Board will be comprised of the legal representatives of the Parties or persons designated by the legal representatives in writing as authorized representatives.  The Board does not have the status of a legal person.  The competence of the Board include: proposing the drafts of further agreements of the Parties that shall define concrete forms of research, educational and commercial cooperation; strategic planning of joint activities; the coordination of the activities of the Parties related to the subject of this Contract; designing of the joint project proposals and research, educational and commercial activities.  The body will meet at least once a year in the period until the end of the Project and submit regular reports to the Parties and to all members of the Consortium.  **V Rights and Obligations of the Parties**  Article 5  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 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.  Article 6  The Parties shall regularly and prudently fulfil the obligations relating to the establishment and functioning of the Board referred to in Article 4 of this Contract.  The Parties undertake to organize conferences, debates, seminars and roundtables on a periodic basis, in the agreed terms and with the participation of all or at least two Parties, for the purpose of implementing the joint activities referred to in Article 2 of this Contract.  The Parties undertake to keep as confidential all information which is explicitly designated by the 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 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.  **VI Termination of Contract**  Article 7  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.  One Party’s withdrawal from the Contract in accordance with the preceding paragraph of this Article shall not affect the validity of the Contract to other Parties.  If more than a half of the initial number of the signatories withdraws from the Contract, the Contract ceases to be valid.  **XIII Governing Law and Settlement of Disputes**  Article 8  This Contract has been prepared and shall be implemented in accordance with the regulations of the Republic of Serbia.  All issues not regulated by this Contract shall be subject to the provisions of the laws regulating higher education and obligations, as well as other relevant regulations in 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 9  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 10  All issues not regulated by this Contract shall be subject to the provisions of the national law of the Republic of Serbia governing the subject matter.  If one or more of the provisions of this Contract are invalid or become invalid, this will not affect the validity of other provisions.  Article 11  This Contract 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 Contract.  Article 12  This Contract is prepared in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ counterparts, \_\_\_\_\_\_\_\_ for each Contracting Party.    PARTIES:  ­­­­­­­­­­­­­­­­­­­­­­­­­ |