

PRIJEDLOG

ZAKON O POTVRĐIVANJU SPORAZUMA O CENTRALNOEVROPSKOM PROGRAMU RAZMJENE ZA UNIVERZITETSKE STUDIJE

Član 1

Potvrđuje se Sporazum o Centralnoevropskom programu razmjene za univerzitetske studije, koji su potpisali predstavnici Republike Albanije, Republike Austrije, Republike Bugarske, Bosne i Hercegovine, Crne Gore, Češke Republike, Republike Hrvatske, Mađarske, Republike Moldavije, Republike Sjeverne Makedonije, Republike Poljske, Rumunije, Republike Srbije, Slovačke Republike i Republike Slovenije, sačinjen u Varšavi, 20. septembra 2023. godine, u originalu na engleskom jeziku.

Član 2

Tekst Sporazuma iz člana 1 ovog zakona, u originalu na engleskom jeziku i u prevodu na crnogorski jezik, glasi:

Agreement concerning the Central European Exchange Programme for University Studies (“CEEPUS IV”)

The CEEPUS contracting parties share the following vision:

- the pursuit of truth, the fundamental role of science in the creation of civilization and the transmission of knowledge from generation to generation as a particularly honourable human activity,
- regional academic exchange as an important instrument to overcome mutual stereotypes,
- long-term academic collaboration through high-quality topic-specific university networks by providing the appropriate framework for the mobility of students, doctoral students, researchers, academic teachers, and university staff,
- advancements in the recognition of study abroad periods as well as the higher education qualifications between universities and fostering the development of the Central European dimension of university curricula,
- promotion of regional collaboration in the field of higher education within the framework of the Central European Exchange Programme for University Studies hereinafter referred to as “CEEPUS IV”.

The contracting parties have committed to:

- the key role that higher education plays in meeting the United Nations Sustainable Development Goals,
- the goals of the Bologna Process and its relevant Communiqués, therefore contributing to the further realization of the European Higher Education Area,

and take note of:

- the European Education Area Strategic Framework for education and training, the European Union Eastern Partnership, and the European Union Western-Balkans agenda on innovation, research, education, culture, youth & sport,

The contracting parties have agreed as follows:

Article 1

- 1) The cooperation among contracting parties in the field of higher education and related research, in particular inter-university cooperation and mobility, shall be promoted in accordance with this agreement.
- 2) The cooperation referred to in paragraph 1 shall, with the exception of scholarships referred to in Article 2 paragraph 6 and paragraph 7, be accomplished in the framework of university networks of the Central European Exchange Programme for University Studies, as defined in this agreement.
- 3) CEEPUS IV scholarships are comprehensive grants which shall cover living costs, expenses for laboratory fees according to general practice in the host country, where applicable, as well as housing and basic medical insurance, where applicable, during the stay in a host country. CEEPUS IV scholarships shall be commensurate with living costs in the respective host country and its inflation.
- 4) Furthermore, CEEPUS IV scholarships can also be grants for expenses related to purposes of e-learning, e-teaching, and hybrid learning or teaching. Virtual scholarships are complementary to physical exchange according to national regulations and as defined in the respective CEEPUS work programme. In that case, CEEPUS IV scholarships do not necessarily have to be used for mobility purposes.
- 5) There shall be no transfer of funds among contracting parties under this agreement. CEEPUS IV scholarships are financed by the host country. Any additional top-ups for outgoings shall, where applicable, be financed by the country of origin. Top-ups for outgoings can be extra funds for travel expenses, benefits for vulnerable, underrepresented, or disabled people or other extra payments, where applicable. Contracting parties and participating universities are encouraged to provide additional voluntary funding for CEEPUS IV activities.
- 6) In accordance with this agreement and the rules of procedure to be adopted by the Joint Committee of Ministers, contracting parties shall announce the scholarship months for the cooperation (the internal "CEEPUS currency") for each following academic year in annual intervals. The minimum CEEPUS currency shall be one hundred scholarship months.
- 7) CEEPUS IV scholarships shall not cover overhead costs or expenses related to organisational or administrative purposes. Contracting parties and participating universities are encouraged to provide additional voluntary funding to cover these costs or expenses.
- 8) CEEPUS IV scholarship months may also be used for coordination meetings of CEEPUS IV networks, where applicable and as defined in the respective CEEPUS work programme.

Article 2

- 1) For the purposes of this agreement, the term "university" means an institution providing higher education which is recognized by the responsible authority of a contracting party as belonging to its system of higher education. Each contracting party shall provide a list of universities that are eligible for CEEPUS IV actions once a year before each new call for network applications.
- 2) For the purposes of this agreement, the term "academic year" means the period from 1st September of one year until 31st August of the following year. The beginning and the end of the actual academic year may vary according to national regulations of the contracting parties.
- 3) Students registered at universities, regardless of their field of study, shall be eligible for CEEPUS IV scholarships up to and including the doctoral level. The period of study, training, or placement has to be performed at a host university or a host institution of a CEEPUS network in accordance with the present agreement and the respective CEEPUS work programme, provided that the credits earned during a period of study, training or placement abroad are

recognized and granted by the home university of the respective student. A commercial enterprise, a research facility, a governmental institution, or another organisation in the host country can also serve as a host institution where applicable and as defined in the respective CEEPUS work programme.

4) The CEEPUS IV programme shall support the mobility of faculty members, i.e., the teaching, research and/or artistic staff of a given university, by granting CEEPUS IV scholarships in order to promote transnational inter-university cooperation and the Central European dimension of university curricula as defined in the CEEPUS work programme.

5) CEEPUS IV scholarships may also be granted to university staff of a university taking part in a CEEPUS network, to enhance capacity building within the network and to help organise joint activities between CEEPUS IV network partners as defined in the respective CEEPUS work programme.

6) Scholarship months not consumed within the CEEPUS networks may also be granted to students enrolled at an eligible university outside a CEEPUS IV network and to faculty members or university staff of eligible universities outside a CEEPUS IV network (“Freemovers”) as defined in the respective CEEPUS work programme and provided that special arrangements for studying, teaching, supervising, or peer learning at such a university exist.

7) Each contracting party can accept and recognize the participation of students and teachers from higher education institutions from non-contracting parties within CEEPUS network activities according to national regulations and based on the individual decision of a contracting party. Contracting parties may announce extra scholarship months for each following academic year for these activities, which must be linked to the implementation of the activities described in the respective work programme.

If the Joint Committee unanimously identifies a common interest for cooperation with a specific non-contracting party, students and teachers from higher education institutions in such a third-party may be awarded mobilities, provided that the respective contracting party has unconsumed scholarship months in the frame of the CEEPUS networks. Where applicable, such unconsumed scholarship months can be used for the third-party students’ and teachers’ mobilities as defined in the respective CEEPUS work programme.

Article 3

1) A joint committee of ministers, hereinafter “Joint Committee”, composed of one representative of each of the contracting parties, is hereby established. The Joint Committee shall be responsible for all measures and decisions necessary to ensure the implementation of this agreement, including the approval of evaluation reports. At least every second year the Joint Committee shall adopt a work programme for the CEEPUS IV cooperation.

2) The Joint Committee shall meet as considered necessary, however, at least every second year. It shall adopt its own rules of procedure. The Committee shall elect one of its members as Chairperson for two years. It may establish working groups required for the implementation of this agreement and decide on their composition.

3) The Joint Committee shall make every effort to reach a consensus about all decisions. If all possible efforts have been exhausted and no consensus has been reached, decisions shall as a last resort be adopted by a two-thirds majority vote of the Joint Committee’s present members (in person or on-line).

4) The Joint Committee shall unanimously adopt decisions regarding the total amount of CEEPUS IV scholarship months in accordance with Article 1 paragraph 6.

Article 4

- 1) Decisions concerning the procedure for the selection of CEEPUS IV networks shall be made by a working group of the Joint Committee.
- 2) Each contracting party shall establish a national commission of academics and/or other experts to assist in the selection process mentioned in paragraph 1.
- 3) Each contracting party shall establish a National CEEPUS Office which shall have the following responsibilities:
 - a. Organizing the implementation of the CEEPUS programme according to the respective national regulations and financial jurisdictions.
 - b. Promoting of and informing about the programme and disseminating the outcome of the cooperation on a national level.
 - c. Advising potential applicants regarding the network cooperation and the scholarship programme.
 - d. Receiving and formally evaluating applications and organizing the experts' network assessment on a national level.
 - e. Awarding and processing of scholarships according to the respective work programme and the national regulations.
 - f. Organizing payments in connection with scholarships corresponding with national regulations and in accordance with the respective financial jurisdictions of the contracting party.
 - g. Acting as an advisor by informing the respective contracting party of the latest developments of the CEEPUS cooperation.
 - h. Conducting a national evaluation of the cooperation, where applicable, and contributing to the overall evaluation of the cooperation.
 - i. Taking necessary measures and actions together with the Central CEEPUS Office to fully comply with the European Data Protection Regulation.
- 4) The contracting parties shall notify the establishment of their respective National CEEPUS Office to the Central CEEPUS Office.
- 5) The National CEEPUS Offices shall participate in meetings arranged by the Central CEEPUS Office.
- 6) The contracting parties shall take measures to ensure that their respective National CEEPUS Office has the means required for the fulfilment of its functions.

Article 5

- 1) A Central CEEPUS Office is hereby established in Vienna. The Central CEEPUS Office shall have such legal capacity as is required for the exercise of its functions.
- 2) The head of the Central CEEPUS Office is the Secretary General. The Secretary General shall, upon a proposal by the Republic of Austria, be elected for a period of seven years by a two-thirds majority vote of the Joint Committee. The Secretary General may be replaced before the end of their term by unanimous decision of the Joint Committee.
- 3) The infrastructure required for the fulfilment of the Central CEEPUS Office's functions, including the salaries of the Secretary General and the staff of the office, shall be financed by the Republic of Austria.
- 4) The costs for representatives of the contracting parties or any personnel seconded to the Central CEEPUS Office shall be covered by the respective contracting party.

- 5) The contracting parties are encouraged to provide voluntary funding for activities of the Central CEEPUS Office to further improve the implementation of cooperation.
- 6) The Central CEEPUS Office shall have a coordinating and evaluating function and the contracting parties shall retain full power and control over their respective national budgets for the cooperation.
- 7) The Central CEEPUS Office shall in particular:
 - a. Notify the Joint Committee at its next meeting about decisions taken intersessionally by the Secretary General between meetings of the Joint Committee on urgent technical and administrative matters.
 - b. Prepare an annual progress report and undertake the overall evaluation of the implementation of this agreement.
 - c. Submit proposals for further development of the cooperation.
 - d. Prepare and organise the meetings of the Joint Committee and the working groups and produce meeting minutes.
 - e. Support the implementation of decisions adopted by the Joint Committee.
 - f. Develop a joint public relations strategy for the cooperation and advise the contracting parties on information policies.
 - g. Publish information on the cooperation among participating universities of the contracting parties.

Article 6

- 1) The contracting parties shall, in accordance with this agreement, make all efforts to avoid restrictions concerning the free movement and residence of individuals receiving a CEEPUS IV scholarship.
- 2) The contracting parties shall take appropriate measures in accordance with their national laws in order to eliminate administrative and financial obstacles to enable the full implementation of the cooperation.

Article 7

A review of this agreement by the Joint Committee shall be completed before the end of the fourth academic year after the agreement takes effect. Such a review shall be based on an overall evaluation of the cooperation.

Article 8

- 1) Any dispute between the contracting parties or between the contracting parties and the Central CEEPUS Office concerning the interpretation or application of this agreement, or the work programme shall be settled through good faith negotiations and consultations between the disputing parties. Any dispute which cannot be settled through such negotiations and consultations shall be settled amicably by the Joint Committee. For this purpose, the Joint Committee may establish a working group in accordance with Article 3 paragraph 2 of this agreement. The working group may make recommendations to the Joint Committee for the settlement of the dispute. If a dispute between the contracting parties cannot be settled by the Joint Committee, any disagreeing party to the dispute may call for arbitration.
- 2) The arbitration tribunal shall consist of three members. Each party to the dispute shall nominate one arbitrator. These two arbitrators shall nominate the third arbitrator, who shall act as the chairperson of the tribunal.
- 3) The arbitration tribunal shall decide its seat and adopt its own rules of procedure.
- 4) The award of the arbitration tribunal shall be decided by a majority vote of its members. Members of the arbitration tribunal may not abstain from a vote. The award shall be final and binding on all parties to the dispute and no appeal may be made. The parties to the dispute shall

comply with the award without delay. In the event of a dispute as to its meaning or scope, the arbitration tribunal shall, if necessary, by majority vote interpret the award at the request of any party to the dispute.

Article 9

- 1) This agreement shall be open for signature by all the contracting parties of the CEEPUS III agreement.
- 2) This agreement shall be subject to approval by the Signatory States in accordance with their respective national procedures. The instruments of approval shall be deposited with the Central CEEPUS Office as the Depositary of this agreement.
- 3) The Depositary shall inform all the contracting parties of notifications and instruments of approval received.
- 4) The original of this agreement shall be deposited with the Depositary.

Article 10

- 1) This agreement shall take effect on May 1, 2025, after Signatory States have deposited their instrument of approval. If fewer than three instruments of approval have been deposited by that date, the agreement takes effect on the first day of the third month following the deposit of the third instrument of approval. The agreement shall remain in force for a period of seven years from the date of its entry into force.
- 2) For Signatory States depositing their instrument of approval after this agreement has taken effect according to Article 10 paragraph 1, this agreement shall take effect on the first day of the month following the day on which the instrument of approval has been deposited.
- 3) Each contracting party may at any time propose a revision of this agreement. Such a revision shall be submitted in writing to the Chairperson of the Joint Committee and the other contracting parties at least six weeks before a meeting of the Joint Committee unless decided otherwise by the Joint Committee. Decisions concerning a revision of this agreement shall be adopted by the Joint Committee unanimously. The revision shall be subject to signature and to approval by the contracting parties in accordance with their respective national procedures. The instruments of approval shall be deposited with the Depositary. The revision enters into force on the first day of the third month following the deposit of the third instrument of approval, unless otherwise provided in the revision.

Article 11

- 1) This agreement shall remain open for accession by states other than the contracting parties of the CEEPUS III agreement upon unanimous decision of the Joint Committee. States intending to accede to this agreement shall notify the Depositary in writing. The Depositary shall inform the other contracting parties of a state's intention to accede to this agreement.
- 2) Instruments of accession shall be deposited with the Central CEEPUS Office. The Depositary shall inform contracting parties of the deposited instruments of accession.
- 3) For a State acceding to this agreement after its entry into force, this agreement shall enter into force on the first day of the month following the deposit of its instrument of accession.
- 4) States which have acceded to this agreement after its having taken effect, shall participate in CEEPUS IV activities as set out in the work programme and in accordance with the decisions of the Joint Committee.

Article 12

Each contracting party may at any time withdraw from this agreement by prior written notification to the Depository. Such withdrawal shall take effect six months from the date of receipt by the Depository of the notification of withdrawal.

Withdrawal of a contracting party shall not affect the networks, actions and activities commenced on the basis of this agreement before the withdrawal has become effective.

Article 13

The contracting parties acknowledge the importance of data protection and shall take effective measures to implement appropriate privacy standards within the Central European Exchange Programme for University Studies.

The contracting parties agree that these privacy standards for CEEPUS IV shall be in accordance with the European General Data Protection Regulation and its successive regulations.

Done at Warsaw, Poland, on September 20th, 2023, in one original in the English language.

For the Republic of Albania: Albana TOLE, Vice Minister of Education and Sports, Warsaw, Poland, September 20, 2023

For the Republic of Austria: Andreas STADLER, H.E. Ambassador, Embassy of the Republic of Austria in Warsaw, Warsaw, Poland, October 6th, 2023

For Bosnia and Herzegovina: Dubravka BOSNJAK, Minister of Civil Affairs, Warsaw, Poland, September 20, 2023

For the Republic of Bulgaria: Guenka PETROVA-TACHKOV, Deputy Minister of Education and Science, Warsaw, Poland, September 20, 2023

For the Republic of Croatia: Ivica SUSAK, State Secretary, Ministry of Science and Education, Warsaw, Poland, September 20, 2023

For the Czech Republic: Jaroslav MILLER, Deputy Minister, Ministry of Education, Youth and Sports, Warsaw, Poland, September 20, 2023

For Hungary: Janos CSAK, Minister of Culture and Innovation, Warsaw, Poland, September 20, 2023

For the Republic of Moldova: Nadejda VELISCO, General Secretary of the Ministry of Education and Research, Ministry of Education and Science, Warsaw, Poland, September 20, 2023

For Montenegro: Dragana RADULOVIC, Charge d'affaires ad interim at the Embassy of Montenegro, Vienna, Austria, November 9, 2023

For the Republic of North Macedonia: Jeton SHAQIRI, Minister of Education and Science, Warsaw, Poland, September 20, 2023

For the Republic of Poland: Przemysław CZARNEK, Minister of Education and Science, Warsaw, Poland, September 20, 2023

For Romania: Gigel PARASCHIV, Secretary of State, Ministry of Education, Warsaw, Poland, September 20, 2023

For the Republic of Serbia: Marijana DUKIC MIJATOVIC, State Secretary, Ministry of Education, Warsaw, Poland, September 20, 2023

For the Slovak Republic: Michal FEDAK, State Secretary, Ministry of Education, Science, Research and Sport, Warsaw, Poland, September 20, 2023

For the Republic of Slovenia: Igor PAPIC, Minister of Higher Education, Science and Innovation, Warsaw, Poland, September 20, 2023

SPORAZUM O CENTRALNOEVROPSKOM PROGRAMU RAZMJENE ZA UNIVERZITETSKE STUDIJE

Ugovorne strane CEEPUS-a dijele sljedeće vizije:

- Potraga za istinom, fundamentalnom ulogom nauke u kreiranju civilizacije i prenošenju znanja sa generacije na generaciju kao naročito časnom ljudskom aktivnošću,
- Regionalna akademska razmjena kao važan instrument prevazilaženja zajedničkih stereotipa,
- Dugoročna akademska saradnja kroz kvalitetne univerzitetske mreže sa konkretnim temama, koja se ostvaruje obezbjeđivanjem adekvatnog okvira za mobilnost sudenata, doktoranada, istraživača, akademskog nastavnog osoblja i univerzitetskog osoblja,
- Pomaci u priznavanju perioda studiranja u inostranstvu kao i kvalifikacija visokog obrazovanja između univerziteta kao i podsticanje razvoja Centralnoevropske dimenzije univerzitetskog nastavnog plana i programa,
- Promocija regionalne saradnje u oblasti visokog obrazovanja u okviru Centralnoevropskog programa razmjene za univerzitetske studije (u daljem tekstu: "CEEPUS IV").

Ugovorne strane ostaju dosljedne:

- Ključnoj ulozi koju visoko obrazovanje ima u ispunjavanju ciljeva Održivog razvoja Ujedinjenih nacija,
- Ciljevima Bolonjskog procesa i njegovim komunikacijama, doprinoseći daljoj realizaciji agende Evropskog prostora visokog obrazovanja, i uzimaju u obzir:
- Strateški okvir Evropskog prostora visokog obrazovanja za obrazovanje i obuku, Istočno partnerstvo EU i Plan EU za Zapadni Balkan za inovacije, istraživanje, obrazovanje, kulturu, mlade i sporte.

Ugovorne strane usaglasile su se o sljedećem:

Član 1

1) Saradnja između ugovornih strana u oblasti visokog obrazovanja i sa njim povezanog istraživanja, a naročito međuuniverzitetska saradnja i mobilnost, promovisaće se u skladu sa ovim sporazumom.

- 2) Saradnja iz stava 1, sa izuzetkom stipendija iz Člana 2 stav 6 i stav 7 ovog Sporazuma, sprovodiće se u okviru univerzitetskih mreža Centralnoevropskog programa razmjene za univerzitetske studije, na način definisan ovim Sporazumom.
- 3) CEEPUS IV stipendije su sveobuhvatni grantovi koji pokrivaju troškove života, troškove za laboratorijske preglede u skladu sa važećom praksom države domaćina, gdje je to primjenjivo, kao i smještaj i osnovno zdravstveno osiguranje, gdje je to primjenjivo, tokom boravka u državi domaćinu. CEEPUS IV stipendije biće u saglasnosti sa troškovima života u odgovarajućoj državi domaćinu i biće usklađene sa stepenom inflacije.
- 4) Nadalje, CEEPUS IV stipendije mogu biti i grantovi namijenjeni za troškove e-učenja, e-nastave kao i hibridnog učenja i održavanja nastave. Virtuelne stipendije komplementarne su fizičkoj razmjeni, u skladu sa nacionalnim pravilima i na način definisan u CEEPUS radnom program. U tom slučaju, stipendije CEEPUS IV ne moraju nužno da se koriste za svrhe mobilnosti.
- 5) Neće biti nikakvog prenosa novčanih sredstava između Ugovornih strana u okviru ovog Sporazuma. CEEPUS IV stipendije finansiraće država domaćin. Sva dodatna plaćanja za odlaske finansiraće zemlja porijekla, gdje je to primjenjivo. Dodatna plaćanja za odlaske mogu biti dodatna sredstva za putne troškove, dodaci za osjetljive, nedovoljno zastupljene ili osobe sa invaliditetom kao i druga dodatna plaćanja, gdje je to primjenjivo. Ugovorne strane i univerziteti koji učestvuju u programu ohrabruju se da obezbijede dodatno dobrovoljno finansiranje za CEEPUS IV aktivnosti.
- 6) U skladu sa ovim Sporazumom i proceduralnim pravilima koje usvaja Zajednički komitet ministara, Ugovorne strane će najavljivati broj stipendijskih mjeseci u kojima će se odvijati saradnja (što predstavlja internu „valutu CEEPUS programa”), i to jednom godišnje za svaku narednu akademsku godinu. Minimalan iznos valute CEEPUS programa biće 100 stipendijskih mjeseci.
- 7) CEEPUS IV stipendije ne obuhvataju režijske troškove, kao ni izdatke vezane za organizacione, odnosno administrativne aktivnosti. Ugovorne strane i univerziteti koji učestvuju u programu pozivaju se da dobrovoljno obezbede dodatno finansiranje za pokrivanje ovih troškova, odnosno izdataka.
- 8) CEEPUS IV stipendijski mjeseci mogu se iskoristiti za koordinacione sastanke CEEPUS IV mreža, ukoliko je to definisano CEEPUS programom.

Član 2

- 1) U ovom Sporazumu termin „Univerzitet” označava visokoškolsku instituciju koja je priznata od strane nadležnog organa da pripada njenom sistemu visokog obrazovanja. Svaka Ugovorna strana će jednom godišnje prije svakog novog poziva za prijave dostaviti spisak univerziteta koji imaju pravo učešća u program CEEPUS IV.
- 2) U ovom Sporazumu termin „akademski godina” označava period od 1. septembra jedne godine do 31. avgusta naredne godine. Početak i kraj akademske godine mogu da variraju u zavisnosti od nacionalnih regulativa ugovornih strana.
- 3) Studenti koji su upisani na univerzitet, bez obzira na oblast studija, imaće pravo korišćenja CEEPUS IV stipendija, zaključno do nivoa doktorata. Period studija, obuke, odnosno prakse odvijace se pod uslovom da su krediti stečeni u toku perioda studija, obuke ili prakse u inostranstvu priznati i dodijeljeni od strane univerziteta domaćina svakog pojedinačnog studenta. Komercijalno preduzeće, istraživačka ustanova, vladina institucija ili druga organizacija u državi domaćinu može da služi i kao institucija domaćin, gdje je to primjenjivo i na način definisan CEEPUS programom.

4) CEEPUS IV program će podržavati mobilnost članova akademskog osoblja, tj. nastavnika, istraživača i/ili umjetničkog osoblja odgovarajućeg univerziteta, dodjeljivanjem CEEPUS IV stipendija, u cilju unaprijeđenja transnacionalne međuuniverzitetske saradnje i jačanja srednjeevropske dimenzije u nastavnim planovima i programima na univerzitetima.

5) CEEPUS IV stipendije se takođe mogu dodijeliti i članovima osoblja univerziteta koji učestvuju u CEEPUS mreži, u cilju unapređenja izgradnje kapaciteta u okviru mreže i organizovanja zajedničkih aktivnosti između CEEPUS IV mreže partnera, kao što je definisano CEEPUS programom.

6) Mjeseci stipendije koji se ne koriste u okviru CEEPUS mreža mogu se takođe dodijeliti studentima upisanim na kvalifikovani univerzitet van CEEPUS IV mreže i članovima fakulteta ili univerzitetskom osoblju kvalifikovanih univerziteta van CEEPUS IV mreže („Freemovers“) kako je definisano u odgovarajući program rada CEEPUS-a i pod uslovom da postoje posebni aranžmani za studiranje, podučavanje, nadgledanje ili vršnjačko učenje na takvom univerzitetu.

7) Svaka ugovorna strana može prihvatiti i priznati učešće studenata i nastavnika visokoškolskih ustanova iz neugovornih strana u aktivnostima CEEPUS mreže u skladu sa nacionalnim propisima i na osnovu individualne odluke ugovorne strane. Ugovorne strane mogu za svaku narednu akademsku godinu raspisati dodatne mjesece stipendiranja za ove aktivnosti, koje moraju biti vezane za realizaciju aktivnosti opisanih u odgovarajućem programu rada.

Ako Zajednički komitet jednoglasno utvrdi zajednički interes za saradnju sa određenom stranom koja nije ugovornica, studentima i nastavnicima sa visokoškolskih ustanova u takvoj trećoj strani mogu se dodijeliti mobilnosti, pod uslovom da dotična ugovorna strana ima nepotrošene mjesece stipendija u okviru CEEPUS mreža. Tamo gde je primjenljivo, takvi nepotrošeni meseci stipendije mogu se koristiti za mobilnost studenata i nastavnika trećih strana, kako je definisano u odgovarajućem CEEPUS radnom programu.

Član 3

1) Ovim se osniva Zajednički komitet ministara, u daljem tekstu „Zajednički komitet“, sastavljen od po jednog predstavnika svake od ugovornih strana. Zajednički komitet će biti odgovoran za sve mjere i odluke neophodne da bi se obezbijedila primjena ovog sporazuma, uključujući i odobravanje izveštaja o procjeni. Najmanje svake druge godine Zajednički komitet usvaja program rada za CEEPUS IV saradnju.

2) Zajednički komitet će se sastajati po potrebi, a najmanje svake druge godine. Zajednički komitet donosi svoj poslovnik. Komitet bira jednog od svojih članova za predsjednika na dvije godine. Može osnovati radne grupe potrebne za sprovođenje ovog sporazuma i odlučiti o njihovom sastavu.

3) Zajednički komitet će učiniti sve da postigne konsenzus o svim odlukama. Ako su iscrpljeni svi mogući naponi, a nije postignut konsenzus, odluke će se, kao poslednje sredstvo, usvojiti dvotrećinskom većinom glasova prisutnih članova Zajedničkog komiteta (lično ili on-line).

4) Zajednički komitet jednoglasno donosi odluke o ukupnom iznosu CEEPUS IV stipendijskih mjeseci u skladu sa članom 1 stav 6.

Član 4

1) Odluke o postupku izbora CEEPUS IV mreža donosi radna grupa Zajedničkog komiteta.

2) Svaka ugovorna strana će osnovati nacionalnu komisiju akademika i/ili drugih stručnjaka za pomoć u procesu selekcije iz stava 1.

3) Svaka ugovorna strana će osnovati Nacionalnu CEEPUS kancelariju koja će imati sljedeće odgovornosti:

- a. Organizovanje implementacije CEEPUS programa u skladu sa odgovarajućim nacionalnim propisima i finansijskim nadležnostima.
- b. Promovisanje i informisanje o programu i širenje rezultata saradnje na nacionalnom nivou.
- c. Savjetovanje potencijalnih aplikanata u vezi sa mrežom saradnje i programa stipendiranja.
- d. Prijem i formalna evaluacija prijava i organizovanje procjene mreže stručnjaka na nacionalnom nivou.
- e. Dodjela i obrada stipendija prema odgovarajućem programu rada i nacionalnim propisima.
- f. Organizovanje isplata u vezi sa stipendijama u skladu sa nacionalnim propisima i u skladu sa odgovarajućim finansijskim nadležnostima ugovorne strane.
- g. Djeluje kao savjetnik tako što obaveštava dotičnu ugovornu stranu o najnovijim dešavanjima u CEEPUS saradnji.
- h. Sprovođenje nacionalne evaluacije saradnje, gdje je to moguće, i doprinos ukupnoj evaluaciji saradnje.
- i. Preduzimanje neophodnih mjera i radnji zajedno sa Centralnom CEEPUS kancelarijom kako bi se u potpunosti uskladili sa Evropskom uredbom o zaštiti podataka.

4) Ugovorne strane će obavijestiti Centralnu CEEPUS kancelariju o osnivanju svoje nacionalne CEEPUS kancelarije.

5) Nacionalne CEEPUS kancelarije će učestvovati na sastancima koje organizuje Centralna CEEPUS kancelarija.

6) Ugovorne strane će preduzeti mjere da obezbijede da njihova nacionalna CEEPUS kancelarija ima potrebna sredstva za obavljanje svojih funkcija.

Član 5

1) Ovim se osniva Centralna CEEPUS kancelarija u Beču. Centralna CEEPUS kancelarija ima pravnu sposobnost koja je potrebna za obavljanje njenih funkcija.

2) Rukovodilac Centralne CEEPUS kancelarije je generalni sekretar. Generalni sekretar će se, na prijedlog Republike Austrije, birati na period od sedam godina dvotrećinskom većinom glasova Zajedničkog komiteta. Generalni sekretar može biti zamijenjen prije isteka njegovog mandata jednoglasnom odlukom Zajedničke komisije.

3) Infrastrukturu potrebnu za obavljanje funkcija Centralne CEEPUS kancelarije, uključujući plate generalnog sekretara i osoblja kancelarije, finansira Republika Austrija.

4) Troškove za predstavnike ugovornih strana ili bilo koje osoblje upućeno u Centralnu CEEPUS kancelariju snosi odgovarajuća ugovorna strana.

5) Ugovorne strane se podstiču da obezbijede dobrovoljno finansiranje aktivnosti Centralne CEEPUS kancelarije radi daljeg unaprijeđenja realizacije saradnje.

6) Centralna CEEPUS kancelarija će imati funkciju koordinacije i evaluacije, a ugovorne strane će zadržati punu moć i kontrolu nad svojim nacionalnim budžetima za saradnju.

7) Centralna CEEPUS kancelarija će posebno:

- a. Obavijestiti Zajednički komitet na njegovom sljedećem sastanku o odlukama koje je donio generalni sekretar u periodu između sastanaka Zajedničkog komiteta o hitnim tehničkim i administrativnim pitanjima.

- b. Pripremiti godišnji izvještaj o napretku i preduzeti sveukupnu evaluaciju implementacije ovog sporazuma.
- c. Podnositi prijedloge za dalji razvoj saradnje.
- d. Pripremiti i organizovati sastanke Zajedničkog komiteta i radnih grupa i sačinjavati zapisnike sa sastanaka.
- e. Podržati sprovođenje odluka koje je usvojio Zajednički komitet.
- f. Razviti zajedničku strategiju odnosa sa javnošću za saradnju i savjetovati ugovorne strane o politikama informisanja.
- g. Objaviti informacije o saradnji između univerziteta zemalja ugovornica.

Član 6

- 1) Ugovorne strane će, u skladu sa ovim sporazumom, učiniti sve da izbjegnu ograničenja u pogledu slobodnog kretanja i boravka pojedinaca koji primaju CEEPUS IV stipendiju.
- 2) Ugovorne strane će preduzeti odgovarajuće mjere u skladu sa svojim nacionalnim zakonima kako bi eliminisale administrativne i finansijske prepreke kako bi omogućile punu realizaciju saradnje.

Član 7

Revizija ovog sporazuma od strane Zajedničke komisije biće završena prije kraja četvrte akademske godine nakon što sporazum stupi na snagu. Takva revizija će se zasnivati na opštoj procjeni saradnje.

Član 8

- 1) Svaki spor između ugovornih strana ili između ugovornih strana i Centralne CEEPUS kancelarije u vezi sa tumačenjem ili primjenom ovog sporazuma ili programa rada rješavaće se putem pregovora u dobroj namjeri i konsultacija između strana u sporu. Svaki spor koji se ne može riješiti takvim pregovorima i konsultacijama rješavaće Zajednički komitet sporazumno. U tu svrhu, Zajednički komitet može osnovati radnu grupu u skladu sa članom 3 stav 2 ovog sporazuma. Radna grupa može dati preporuke Zajedničkom komitetu za rješavanje spora. Ako Zajednički komitet ne može da riješi spor između ugovornih strana, svaka strana koja se ne slaže u sporu može pozvati na arbitražu.
- 2) Arbitražni sud se sastoji od tri člana. Svaka strana u sporu će imenovati jednog arbitra. Ova dva arbitra će imenovati trećeg arbitra, koji će djelovati kao predsjedavajući tribunala.
- 3) Arbitražni sud odlučuje o svom sedištu i donosi sopstveni poslovnik.
- 4) O odluci arbitražnog suda odlučuje se većinom glasova njegovih članova. Članovi arbitražnog suda ne mogu se uzdržati od glasanja. Odluka je konačna i obavezujuća za sve strane u sporu i ne može se uložiti žalba. Strane u sporu će se povinovati odluci bez odlaganja. U slučaju spora oko njenog značenja ili obima, arbitražni sud će, ako je potrebno, većinom glasova tumačiti odluku na zahtjev bilo koje strane u sporu.

Član 9

- 1) Ovaj sporazum će biti otvoren za potpisivanje svim ugovornim stranama CEEPUS III sporazuma.
- 2) Ovaj sporazum podliježe odobrenju država potpisnica u skladu sa njihovim odgovarajućim nacionalnim procedurama. Instrumenti odobrenja biće deponovani kod Centralne CEEPUS kancelarije kao depozitara ovog sporazuma.
- 3) Depozitar će obavijestiti sve ugovorne strane o primljenim obavještenjima i instrumentima odobrenja.

4) Original ovog sporazuma deponuje se kod depozitara.

Član 10

1) Ovaj sporazum stupa na snagu 1. maja 2025. godine, nakon što države potpisnice deponuju svoj instrument odobrenja. Ako je do tog datuma deponovano manje od tri instrumenta odobrenja, sporazum stupa na snagu prvog dana trećeg mjeseca nakon deponovanja trećeg instrumenta odobrenja. Sporazum ostaje na snazi sedam godina od dana stupanja na snagu.

2) Za države potpisnice koje deponuju svoj instrument o odobrenju nakon što ovaj sporazum stupi na snagu u skladu sa članom 10 stav 1, ovaj sporazum stupa na snagu prvog dana u mjesecu koji slijedi od dana kada je instrument odobrenja deponovan.

3) Svaka ugovorna strana može u bilo kom trenutku predložiti reviziju ovog sporazuma. Takva revizija se dostavlja u pisanoj formi predsjedavajućem Zajedničkog komiteta i drugim ugovornim stranama najmanje šest nedjelja pre sastanka Zajedničkog komiteta, osim ako Zajednički komitet ne odluči drugačije. Odluke u vezi sa revizijom ovog sporazuma Zajednički komitet će usvojiti jednoglasno. Revizija će biti predmet potpisivanja i odobrenja od strane ugovornih strana u skladu sa njihovim nacionalnim procedurama. Instrumenti odobrenja deponuju se kod depozitara. Revizija stupa na snagu prvog dana trećeg meseca nakon deponovanja trećeg instrumenta odobrenja, osim ako u reviziji nije drugačije određeno.

Član 11

1) Ovaj sporazum ostaje otvoren za pristupanje državama koje nisu ugovorne strane CEEPUS III sporazuma na osnovu jednoglasne odluke Zajedničkog komiteta. Države koje nameravaju da pristupe ovom sporazumu pismeno će obavijestiti depozitara. Depozitar će obavijestiti druge ugovorne strane o namjeri države da pristupi ovom sporazumu.

2) Instrumenti pristupanja deponuju se kod Centralne CEEPUS kancelarije. Depozitar će obavijestiti ugovorne strane o deponovanim instrumentima pristupanja.

3) Za državu koja pristupi ovom sporazumu nakon njegovog stupanja na snagu, ovaj sporazum stupa na snagu prvog dana u mjesecu nakon deponovanja njenog instrumenta o pristupanju.

4) Države koje su pristupile ovom sporazumu nakon njegovog stupanja na snagu, učestvovalaće u aktivnostima CEEPUS IV kako je navedeno u programu rada u skladu sa odlukama Zajedničkog komiteta.

Član 12

Svaka ugovorna strana može u bilo kom trenutku da se povuče iz ovog sporazuma uz prethodno pismeno obavještenje depozitaru. Takvo povlačenje stupa na snagu šest mjeseci od dana kada depozitar primi obavještenje o povlačenju.

Povlačenje ugovorne strane neće uticati na mreže, radnje i aktivnosti započete na osnovu ovog sporazuma prije nego što povlačenje stupi na snagu.

Član 13

Ugovorne strane priznaju značaj zaštite podataka i preduzimaju efikasne mjere za sprovođenje odgovarajućih standarda privatnosti u okviru Centralnoevropskog programa razmjene za univerzitetske studije.

Ugovorne strane su saglasne da će ovi standardi privatnosti za CEEPUS IV biti u skladu sa Evropskom opštom uredbom o zaštiti podataka i njenim uzastopnim propisima.

Sačinjeno u Varšavi, Poljska, 20. septembar 2023. godine u jednom originalu na engleskom jeziku.

Za Republiku Albaniju: Albana TOLE, Zamjenik ministra prosvjete i sporta, Varšava, Poljska, 20. septembar 2023. godine

Za Republiku Austriju: Andreas STADLER, Ambasador, Ambasada Savezne Republike Austrije u Varšavi, Varšava, Poljska, 6. oktobar 2023. godine

Za Bosnu i Hercegovinu: Dubravka BOSNJAK, Ministar civilnih poslova, Varšava, Poljska, 20. septembar 2023

Za Republiku Bugarsku: Guenka PETROVA-TACHKOV, Zamjenik ministra prosvjete i nauke, Varšava, Poljska, 20. septembar 2023. godine

Za Republiku Hrvatsku: Ivica SUSAK, Državni sekretar, Ministarstvo nauke i prosvjete, Varšava, Poljska, 20. septembar 2023. godine

Za Češku Republiku: Jaroslav MILLER, Zamjenik ministra, Ministarstvo prosvjete, mladih i sporta, Varšava, Poljska, 20. septembar 2023. godine

Za Mađarsku: Janos CSAK, Ministar kulture i inovacija, Varšava, Poljska, 20. septembar 2023

Za Republiku Moldaviju: Nadejda VELISCO, Generalni sekretar prosvjete i istraživanja, Ministarstvo prosvjete i nauke, Varšava, Poljska, 20. septembar 2023. godine

Za Crnu Goru: Dragana RADULOVIC, Otpravnik poslova u Ambasadi Crne Gore, Beč, Austrija, 9. novembar 2023. godine

Za Republiku Sjevernu Makedoniju: Jeton SHAQIRI, Ministarstvo prosvjete i nauke, Varšava, Poljska, 20. septembar 2023. godine

Za Republiku Poljsku: Przemysław CZARNEK, Ministarstvo prosvjete i nauke, Varšava, Poljska, 20. septembar 2023. godine

Za Rumuniju: Gigel PARASCHIV, Državni sekretar, Ministarstvo prosvjete, Varšava, Poljska, 20. septembar 2023. godine

Za Republiku Srbiju: Marijana DUKIC MIJATOVIC, Državni sekretar, Ministarstvo prosvjete, Varšava, Poljska, 20. septembar 2023. godine

Za Slovačku Republiku: Michal FEDAK, Državni sekretar, Ministarstvo prosvjete, nauke, istraživanja, sporta, Varšava, Poljska, 20. septembar 2023. godine

Za Republiku Sloveniju: Igor PAPIC, Ministar prosvjete, nauke i inovacija, Varšava, Poljska, 20. Septembar 2023. godine

Član 3

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom listu Crne Gore – Međunarodni ugovori”.