

PROGRAM SARADNJE

IZMEĐU MINISTARSTVA PROSVJETE CRNE GORE I MINISTARSTVA OBRAZOVANJA, NAUKE, ISTRAŽIVANJA I SPORTA REPUBLIKE SLOVAČKE U OBLASTI OBRAZOVANJA ZA PERIOD 2017-2021

Ministarstvo prosvjete Crne Gore i Ministarstvo obrazovanja, nauke, istraživanja i sporta Republike Slovačke (u daljem tekstu: Ugovorne strane),

u želji da razviju i ojačaju istorijske veze i prijateljske odnose između Crne Gore i Republike Slovačke u oblasti obrazovanja,

u cilju proširenja bilateralne saradnje u oblasti obrazovanja, koja je zajednički interes obje zemlje,

saglasili su se o sljedećem:

Član 1

Ugovorne strane će podsticati, u okviru važećih pravnih propisa i po principu uzajamnosti, razvoj saradnje u oblasti obrazovanja.

Član 2

Ugovorne strane će se međusobno obavještavati o zakonodavstvu u oblasti predškolskog, osnovnog, srednjeg obrazovanja, obrazovanja odraslih i visokog obrazovanja.

Član 3

Ugovorne strane će podsticati u skladu sa njihovim potrebama i finansijskim mogućnostima:

- neposrednu saradnju između ustanova osnovnog, srednjeg i visokog obrazovanja;
- razmjenu nastavnika, profesora, učenika i studenata;
- multilateralne školske mreže.

Član 4

Ugovorne strane će razmjenjivati:

- iskustva o reformi obrazovnog sistema i procjeni obrazovnih procesa;
- informacije o svim aspektima obrazovnih aktivnosti uključujući takođe informacije i dokumentaciju o obrazovnim sistemima obje zemlje;

- materijale, udžbenike, profesionalne časopise i publikacije, direktive i obrazovne programe sa ciljem poboljšanja kvaliteta obrazovnog procesa.

Član 5

Ugovorne strane će uspostaviti međusobnu saradnju u oblasti inkluzije djece sa posebnim obrazovnim potrebama putem razmjene informacija, iskustava i priručnika, kao i putem podrške razvoju školskih partnerstava, uključujući takođe i podršku razmjeni stručnjaka i realizaciju zajedničkih projekata i specijalizovanih kurseva za nastavnike.

Član 6

U cilju unapređenja kvaliteta obrazovanja odraslih, Ugovorne strane će podržati neposrednu saradnju između institucija koje su uključene u ovu oblast, uključujući takođe razmjenu informacija i stručnjaka.

Član 7

Po principu reciprociteta, Ugovorne strane će godišnje dodjeljivati stipendije za dio univerzitetskih studija prvog i drugog nivoa ili doktorske studije na univerzitetima u ukupnom trajanju od trideset (30) mjeseci godišnje. Period stipendiranja može se podijeliti na nekoliko kraćih perioda od najmanje tri (3) mjeseca.

Član 8

Ugovorne strane će, u okviru svojih mogućnosti, podsticati uzajamno izučavanje jezika i književnosti, uključujući i razmjenu lektora, nastavnika i stručnjaka za jezik i književnost sa mogućnošću razmjene materijala i informacija, kao i organizovanja kurseva i seminara.

Član 9

Slovačka ugovorna strana će godišnje dodijeliti jednu (1) stipendiju za Ljetnju školu slovačkog jezika i kulture (Studia Academica Slovaca), koju organizuje Comenius Univerzitet u Bratislavi.

Član 10

Ugovorne strane će:

- sarađivati u oblasti međusobnog priznavanja diploma stečenih u obje zemlje;

- podržavati saradnju između ENIC/NARIC centara;
- razmotriti proces pripreme bilateralnog sporazuma o priznavanju diploma – radi nastavka studija.

Član 11

Ugovorne strane će podržavati razvoj direktne saradnje i razmjene između omladinskih savjeta, udruženja djece i omladine, kao i institucija odgovornih za razvoj politike rada sa mladima. Forma, sadržaj i uslovi ove saradnje biće precizirani od strane nadležnih organa Ugovornih strana diplomatskim putem.

Ugovorne strane će, u okviru svojih mogućnosti, obezbijediti finansijska sredstva u skladu sa principima nacionalnih sistema podrške aktivnostima mladih u cilju podrške razmjene mladih i saradnje organizacija koje rade sa djecom i omladinom, kao i građanskih udruženja za djecu i omladinu.

Član 12

Program saradnje može biti izmijenjen ili dopunjen uzajamnom saglasnošću između Ugovornih strana. Bilo koje izmjene i dopune mogu biti izvršene u pisanoj formi.

Član 13

Dodatak broj 1 – Opšte odredbe i Dodatak broj 2 – Finansijske odredbe biće sastavni dio Programa saradnje.

Član 14

Program saradnje stupiće na snagu tridesetog (30) dana od dana potpisivanja i ostaće na snazi do 31. decembra 2021. godine.

Program saradnje može biti produžen nakon odobrenja Ugovornih strana, do potpisivanja novog Programa o saradnji.

Svaka Ugovorna strana može raskinuti ovaj Program saradnje u pisanoj formi. Program saradnje prestaje da važi šest (6) mjeseci od dana dostave obavještenja o raskidu drugoj Ugovornoj strani.

Obaveze preuzete tokom trajanja Programa saradnje, koje nijesu završene u vrijeme raskida istoga, okončaće se u skladu sa odredbama ovog Programa saradnje, osim ako se Ugovorne strane ne dogovore drugačije.

Potpisano u dana 2017. godine u dva originalna primjerka, svaki na crnogorskom, slovačkom i engleskom jeziku, pri čemu su svi tekstovi podjednako važeći. U slučaju spora oko tumačenja i sprovođenja Programa saradnje, mjerodavan je tekst na engleskom jeziku.

**Za Ministarstvo prosvjete
Crne Gore**

**Za Ministarstvo obrazovanja,
nauke, istraživanja i sporta
Slovačke Republike**

OPŠTE ODREDBE

1. Ugovorna strana koja šalje će podnositi Ugovornoj strani koja prima listu imenovanih kandidata u skladu sa članom 7 ovog Programa saradnje, zajedno sa relevantnom dokumentacijom najkasnije do 31. marta svake godine. Crnogorska strana će podnositi imenovanje kandidata u skladu sa članom 9 najkasnije do 15. maja svake godine.
2. Kandidati Ugovorne strane koja šalje imenovani u skladu sa članom 7 ovog Programa saradnje podniće Ugovornoj strani koja prima privremeno pismo prijema univerziteta/fakulteta Ugovorne strane koja prima.
3. Ugovorna strana koja prima će preduzeti izbor kandidata za stipendije na osnovu člana 7 i u skladu sa svojim kriterijumima, imajući u vidu preporuku Ugovorne strane koja šalje.
4. Ugovorna strana koja prima će obavijestiti Ugovornu stranu koja šalje, najkasnije do 31. maja odnosne godine, da li su imenovani kandidati prihvaćeni i objaviće naziv univerziteta na kojem će studijski boraviti. Ugovorna strana koja šalje će obavijestiti Ugovornu stranu koja prima o datumu kada će dobitnici stipendija početi studijski boravak, najmanje dvije nedjelje prije početka studijskog boravka.
5. Ugovorne strane su, u skladu sa njihovim internim pravnim propisima koji su na snazi, recipročno dogovorile izuzeće od administrativnih troškova za ulazak, boravišnu dozvolu i produženje boravišne dozvole u zemlji prijema za učesnike razmjene u okviru ovog Programa saradnje.
6. Što se tiče zdravstvene zaštite kandidata čije razmjene se sprovode u okviru ovog Programa saradnje, primjenjivaće se interni pravni propisi Ugovornih strana i odredbe Sporazuma između Crne Gore i Slovačke Republike o socijalnom osiguranju, koji je potpisan u Podgorici, 20. maja 2016. godine.

FINANSIJSKE ODREDBE

1. Ugovorna strana koja šalje snosiće troškove puta za učesnike u okviru ovog Programa saradnje od svoje zemlje do tačke odredišta i nazad. Vid transporta određuje Ugovorna strana koja šalje.
2. Finansijski uslovi za razmjenu studenata, u skladu sa članom 7:

Ugovorna strana koja prima će obezbijediti:

- a) besplatne studije na svim nivoima visokog obrazovanja;
 - b) stipendije u skladu sa internim pravnim propisima koji su na snazi, koje pokrivaju troškove smještaja u domovima, obroke u kantinama i lokalni javni prevoz.
3. Uslovi finansiranja Ljetnje škole jezika u skladu sa članom 9:

Slovačka ugovorna strana će crnogorskim polaznicima Ljetnje škole jezika snositi troškove:

- a) obuke;
- b) smještaja i ishrane;
- c) putovanja širom nacionalne teritorije, nastale u okviru odobrenog programa boravka.

PROGRAMME OF COOPERATION
BETWEEN THE MINISTRY OF EDUCATION, SCIENCE, RESEARCH AND SPORT
OF THE SLOVAK REPUBLIC AND THE MINISTRY OF EDUCATION OF
MONTENEGRO
IN THE AREA OF EDUCATION FOR YEARS 2017- 2021

The Ministry of Education, Science, Research and Sport of the Slovak Republic and the Ministry of Education of Montenegro (hereinafter referred to as “the Contracting Parties”),

Desiring to develop and strengthen the historical ties and friendly relations between the Slovak Republic and Montenegro in the area of education,

With a view to extending the bilateral cooperation in the field of education, which is a shared interest of both countries,

Have agreed as follows:

Article 1

The Contracting Parties shall encourage, within its valid legal regulations and on the basis of mutuality, development of cooperation in the field of education.

Article 2

The Contracting Parties shall inform each other regarding legislation in the field of preschool, primary, secondary education, adult education and higher education.

Article 3

The Contracting Parties shall encourage in accordance with their needs and financial possibilities:

- Direct cooperation between institutions for primary, secondary and higher education;
- The exchange of school teachers, professors, pupils and students;
- Multilateral school networks.

Article 4

- The Contracting Parties shall exchange:
 - experiences on education system reform and assessment of educational processes;
 - information on all aspects of educational activities including also the information and documentation on the educational systems of both countries;
 - materials, textbooks, professional journals and publications, directives and curricula with the aim of improving the quality of educational process.

Article 5

The Contracting Parties shall establish mutual cooperation in the field of inclusion of children with special educational needs by the means of exchange of information, experiences and reference books, and through support to school partnership development, including also support to exchange of experts and realization of common projects and specialized courses for teachers.

Article 6

Aiming at improvement of quality of adult education, the Contracting Parties shall support direct cooperation between involved institutions in this field, including also the exchange of information and experts.

Article 7

Based on reciprocity, the Contracting Parties shall grant annually scholarships for a part of university studies of the first and the second level or PhD studies at universities in the total duration of thirty (30) months per year. The scholarship period may be divided into several shorter periods of minimum three (3) months.

Article 8

The Contracting Parties, within its capabilities, shall encourage mutual studying of language and literature, including also the exchanges of lectors, teachers and experts for language and literature with the possibility of the exchange of materials and information, as well as organizing courses and seminars.

Article 9

The Slovak Contracting Party shall grant annually one (1) scholarship for the Summer School of the Slovak Language and Culture (Studia Academica Slovaca) organized by the Comenius University in Bratislava.

Article 10

The Contracting Parties shall

- collaborate in the field of mutual recognition of diplomas acquired in both countries;
- encourage cooperation between ENIC/NARIC centres;
- consider the process of preparation of bilateral agreement on recognition of diplomas - for the purpose of continuation of the study.

Article 11

The Contracting Parties shall support development of direct co-operation and exchanges between the youth councils, children and youth associations as well as the institutions, responsible for the development of policy of working with youth. The form,

content, terms and conditions of this co-operation shall be precisely defined by the appropriate authorities of both Contracting Parties through diplomatic channels.

The Contracting Parties shall, within their possibilities, provide finances in accordance with the principles of their own national system of support of activities of youth in order to support the exchanges of youth and co-operation of organisations, working with children and youth as well as civil associations of children and youth.

Article 12

This Programme of Cooperation may be changed or amended by mutual agreement between the Contracting Parties. Any changes and amendments may be made in a written form.

Article 13

Annex No. 1 - General Provisions and Annex No. 2 - Financial Provisions shall form an integral part of this Programme of Cooperation.

Article 14

This Programme of Cooperation shall come into effect on the thirtieth (30) day following the date of signing and shall remain in force until 31 December 2021.

This Programme of Cooperation can be extended after approval of both Contracting Parties until the signing of a new Programme of Cooperation.

Each of the Contracting Parties may terminate this Programme of Cooperation in writing. The validity of the Programme of Cooperation will be terminated six (6) months after the day the notice of termination has been delivered to the other Contracting Party.

The commitments assumed throughout the duration of this Programme of Cooperation, which are not ended at the time of the termination hereof, shall be completed in accordance with the stipulations of this Programme of Cooperation, unless the Contracting Parties agree otherwise.

Done in on 2017 in two originals, each in the Slovak, Montenegrin and English languages, all of the texts being equally authentic. In case of any divergence in interpretation hereof, the English text shall prevail.

**For the Ministry of Education,
Science, Research and Sport
of the Slovak Republic**

**For the Ministry of Education
of Montenegro**

GENERAL PROVISIONS

1. The Sending Contracting Party shall submit to the Receiving Contracting Party the list of candidates nominated pursuant to Article 7 of this Programme of Cooperation, together with the relevant documentation by 31 March of each year at the latest. The Montenegrin party shall submit the nomination of the candidate pursuant to Article 9 by 15 May of each year at the latest.
2. The candidates of the Sending Contracting Party nominated in accordance with Article 7 of this Programme of Cooperation shall submit to the Receiving Contracting Party the letter of tentative acceptance of the university/faculty of the Receiving Contracting Party.
3. The Receiving Contracting Party shall undertake the selection of candidates for scholarships pursuant to Article 7 and in accordance with its criteria, considering recommendation of the Sending Contracting Party.
4. The Receiving Contracting Party shall notify the Sending Contracting Party, no later than by 31 May of the relevant year, whether the nominated candidates have been accepted and shall announce the name of the university where they will undertake their study stay. The Sending Contracting Party shall notify the Receiving Contracting Party of the date scholarship holders shall start their study stay, at least two weeks before the start of the study stay.
5. The Contracting Parties, in accordance with their internal legal regulations in force, have agreed reciprocally on the exemption from the administrative charges for the entry, the residence permit and the extension of residence permit in the receiving country for the participants of the exchanges under this Programme of Cooperation.
6. With regards to the health care of candidates whose exchanges are implemented under this Programme of Cooperation, the internal legal regulations of the countries of both Contracting Parties and the provisions of the Agreement between Montenegro and Slovak Republic on Social Security, signed in Podgorica, on May 20, 2016, shall apply.

FINANCIAL PROVISIONS

1. The Sending Contracting Party shall cover the travel costs to the point of destination and back for participants under this Program of Cooperation from its own country. The transport mode shall be determined by the Sending Contracting Party.
2. The financial conditions for the exchange of students, in accordance with Article 7:

The Receiving Contracting Party shall provide for:

- a) free of charge studies at all levels of higher education;
- b) scholarship in accordance with the internal legal regulations in force, covering the charges for accommodation in dormitories, canteen meals and local public transport.

3. The financial conditions for the summer language course in accordance with Article 9:

The Slovak Contracting Party shall cover to the Montenegrin attendees of the summer language school:

- a) training fees;
- b) board and lodging;
- c) travel expenses throughout the national territory, arising within the approved programme of stay.