

**ZAKON O POTVRĐIVANJU  
SPORAZUMA IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE BUGARSKE  
O NAUČNOJ I TEHNOLOŠKOJ SARADNJI**

**Član 1**

Potvrđuje se Sporazum između Vlade Crne Gore i Vlade Republike Bugarske o naučnoj i tehnološkoj saradnji, potpisan u Podgorici, 8. septembra 2025. godine, u originalu na crnogorskom, engleskom i bugarskom jeziku.

**Član 2**

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

**SPORAZUM IZMEĐU VLADE CRNE GORE I VLADE REPUBLIKE BUGARSKE  
O NAUČNOJ I TEHNOLOŠKOJ SARADNJI**

Vlada Crne Gore i Vlada Republike Bugarske, u daljem tekstu: „Strane“,

Imajući u vidu značaj međunarodne naučne i tehnološke saradnje za nacionalni ekonomski razvoj i prosperitet obje zemlje,

U želji da podstaknu i unaprijede saradnju u oblasti nauke i tehnologije,

Sporazumjele su se o sljedećem:

**Član 1**

1. Strane će razvijati i unapređivati saradnju u oblasti nauke i tehnologije u skladu sa ovim Sporazumom i važećim zakonodavstvom u Crnoj Gori i Republici Bugarskoj.
2. Strane će podsticati i podržavati naučnu i tehnološku saradnju uspostavljanjem direktnih kontakata između naučnih instituta, naučnih društava, univerziteta, vladinih agencija i drugih organizacija za istraživanje i razvoj, u saglasnosti sa odgovarajućim nacionalnim zakonodavstvom.
3. Ministarstvo prosvjete, nauke i inovacija Crne Gore i Ministarstvo obrazovanja i nauke Republike Bugarske su „Nadležni organi“ za sprovođenje odredbi ovog Sporazuma.

**Član 2**

1. U okviru ovog Sporazuma, saradnja u oblasti nauke i tehnologije obuhvatiće:
  - a) zajednička istraživanja na specifičnim projektima i programima u skladu sa uzajamno dogovorenim prioritetima u oblasti nauke, tehnologije i inovacija;

- b) razmjenu naučnika, specijalista, istraživača i eksperata u cilju realizacije programa i projekata naučne i tehnološke saradnje;
  - c) razmjenu naučnih i tehnoloških informacija, dokumenata, kao i laboratorijskih uzoraka i opreme;
  - d) organizaciju i održavanje zajedničkih naučnih konferencija, simpozijuma, radionica, izložbi itd; i
  - e) druge oblike saradnje koje mogu međusobno dogovoriti Strane.
2. Strane će podsticati saradnju u oblasti nauke i tehnologije među preduzetnicima.
  3. Finansijski uslovi saradnje i sprovođenje zajedničkih projekata Strane će definisati u svakom pojedinačnom slučaju.

### **Član 3**

1. Strane će podsticati i podržavati saradnju i učešće u multilateralnim naučnim, tehnološkim i razvojnim programima i projektima.
2. Strane će razmjenjivati informacije o svojim prioritetima u pogledu naučne i tehnološke saradnje i podsticati organizacije sa kojima sarađuju da iniciraju zajedničko učešće u istraživačko-razvojnim projektima unutar programa EU, regionalnih programa itd.
3. Tokom zajedničkog rada, Strane će sarađivati na unapređenju i razvoju obrazovanja i istraživanja u skladu sa principima jednakosti, uzajamne koristi i posvećenosti promociji:
  - a) zajedničkih vrijednosti i etičkih principa u nauci, tehnologiji i inovacijama, posebno akademske slobode, naučne izvrsnosti, transparentnosti, odgovornosti, integriteta i sigurnosti istraživanja, pravde i jednakosti, pristupačnosti, principa koji predstavljaju osnov odgovornog istraživanja i inovacija;
  - b) primjene principa i praksi otvorene nauke, kao i principa jednostavnog pronalaženja, pristupačnosti, interoperabilnosti i ponovne upotrebe (FAIR) za upravljanje naučnim podacima, kako bi se olakšao i osigurao pravičan pristup naučnoj literaturi i podacima istraživanja finansiranih iz javnih izvora, kroz discipline, sektore i granice, uz puno poštovanje povjerljivosti, bezbjednosti i etičkih razmatranja;
  - c) dobrovoljne i uzajamno korisne razmjene naučnih saznanja i međunarodne saradnje u oblasti nauke, tehnologije i inovacija, koja je otvorena, pravična, sigurna, korektna, recipročna, uz poštovanje prava intelektualne svojine, zaštite podataka, privatnosti, ljudskih prava, rodne ravnopravnosti i obezbjeđenja bezbjednosti naučnika.

### **Član 4**

1. Radi postizanja ciljeva ovog Sporazuma biće uspostavljena Mješovita komisija za naučnu i tehnološku saradnju (u daljem tekstu: „Mješovita komisija“), sastavljena od jednakog broja predstavnika Strana.
2. Mješovita komisija će se sastajati svake dvije godine, osim ako nije drugačije dogovoreno, naizmjenično u Crnoj Gori i Republici Bugarskoj u međusobno dogovorenim terminima.
3. Mješovita komisija će formulisati pravila za sprovođenje ovog Sporazuma.

4. Mješovita komisija donosi odluke konsenzusom svih članova.

#### **Član 5**

Mješovita komisija treba da:

- a) stvara povoljne uslove za realizaciju ovog Sporazuma;
- b) određuje prioritete saradnje;
- c) pomaže i podržava sprovođenje zajedničkih projekata i programa;
- d) inicira i odobrava programe saradnje;
- e) analizira opšte uslove ove saradnje i daje preporuke za postizanje boljih rezultata;
- f) podnosi godišnje izvještaje Ministarstvu prosvjete, nauke i inovacija Crne Gore i Ministarstvu obrazovanja i nauke Republike Bugarske o rezultatima sprovođenja odredbi ovog Sporazuma i drugim rezultatima koji se odnose na saradnju.

#### **Član 6**

1. Prava intelektualne svojine koja proizilaze iz aktivnosti saradnje u okviru ovog Sporazuma biće regulisana sporazumima između institucija koje saraduju, kao što je naznačeno u stavu 2 člana 1 ovog Sporazuma.

Zaštita prava intelektualne svojine podliježe međunarodnim sporazumima o intelektualnoj svojini, čije su potpisnice Crna Gora i Republika Bugarska, kao i važećem zakonodavstvu obje zemlje.

2. Naučne i tehnološke informacije koje nijesu vlasničke prirode, a koje proizilaze iz saradnje po ovom Sporazumu, biće u zajedničkom vlasništvu Strana i/ili institucija, u skladu sa zakonodavstvom Crne Gore i Republike Bugarske. Takve informacije ne mogu biti u vlasništvu treće strane, osim ako se Strane i/ili institucije ne dogovore drugačije u skladu sa zakonodavstvom Strana.

#### **Član 7**

1. U saglasnosti sa ovim Sporazumom, i saglasno postojećim međunarodnim zakonima i propisima, svaka Strana će recipročno olakšati ulazak ili izlazak sa teritorije zemlje rada za osoblje i opremu, angažovane ili u upotrebi na projektima i programima Strana prema ovom Sporazumu.

2. Osoblje navedeno u članu 2, stav „b“, koje jedna Strana šalje drugoj, podliježe odredbama zakonodavstva zemlje domaćina na teritoriji te zemlje.

#### **Član 8**

Troškovi razmjene istraživača iz člana 2, stav „b“, ovog Sporazuma, koji učestvuju u realizaciji programa i projekata, osim ako Strane ne dogovore drugačije, biće pokriveni na sljedeći način:

1. Zemlja koja šalje pokriva putne troškove između glavnih gradova dvije zemlje, ili - ako je to prikladnije - između institucije koja šalje i one koja prima.

2. Na svojoj teritoriji, zemlja koja prima pokriva troškove smještaja, ishrane i lokalnog prevoza neophodne za realizaciju programa i projekata.

3. Strane će obezbijediti odgovarajuće zdravstveno osiguranje, u skladu sa važećim zakonodavstvom u oblasti zdravstva, za svoje naučnike, specijaliste, istraživače i eksperte za vrijeme njihovog boravka u zemlji prijema, prije njihovog dolaska u tu zemlju.

### **Član 9**

Istraživači, eksperti i predstavnici institucija trećih zemalja ili međunarodnih organizacija mogu biti pozvani da učestvuju u projektima i programima u okviru ovog Sporazuma, uz saglasnost institucija koje sarađuju u okviru ovog Sporazuma. Troškovi takvog učešća biće pokriveni od strane zainteresovane institucije iz treće zemlje, osim ako se dvije zemlje odgovorne za sprovođenje Sporazuma ne dogovore drukčije.

### **Član 10**

1. Odredbe ovog Sporazuma mogu se mijenjati ili dopunjavati samo uz saglasnost obje Strane. Izmjene i dopune se sačinjavaju u posebnom protokolu, koji predstavlja sastavni dio ovog Sporazuma.

2. Bilo kakve nesuglasice koje se odnose na tumačenje ili sprovođenje ovog Sporazuma biće riješene putem konsultacija unutar Mješovite komisije ili od strane lica nadležnih za sprovođenje ovog Sporazuma.

### **Član 11**

Ovaj Sporazum ne utiče na prava i obaveze koje proizilaze iz drugih međunarodnih sporazuma koje je zaključila bilo koja od Strana.

### **Član 12**

1. Ovaj Sporazum stupa na snagu nakon razmjene nota kojima se potvrđuje da su Strane okončale svoje interne zakonske procedure neophodne za njegovo stupanje na snagu. Datumom stupanja na snagu smatra se datum prijema posljednje note.

2. Ovaj Sporazum se zaključuje na period od pet godina. Automatski će biti produžen za dodatni petogodišnji period, osim ukoliko neka od Strana pisanim putem ne obavijesti drugu Stranu o svojoj namjeri da raskine Sporazum, najmanje šest mjeseci prije njegovog isteka.

3. Raskid Sporazuma ne utiče na sprovođenje bilo kojeg projekta ili programa započetog u okviru ovog Sporazumu, koji nije u cjelosti završen u trenutku raskida ovog Sporazuma, osim ako drukčije nije dogovoreno.

Potpisano u Podgorici, dana 08. 09. 2025. godine, u dva originalna primjerka, svaki na crnogorskom, bugarskom i engleskom jeziku, pri čemu su svi tekstovi jednako vjerodostojni. U slučaju razlike u tumačenju, mjerodavan je tekst na engleskom jeziku.

**Za Vladu  
Crne Gore**

**Milojko Spajić  
Predsjednik Vlade**

**Za Vladu  
Republike Bugarske**

**Rosen Željazkov  
Predsjednik Vlade**

**AGREEMENT BETWEEN  
THE GOVERNMENT OF MONTENEGRO AND THE GOVERNMENT OF THE  
REPUBLIC OF BULGARIA  
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION**

The Government of Montenegro and the Government of the Republic of Bulgaria, hereinafter referred to as the "Parties",

considering the importance of international scientific and technological cooperation for the national economy development and prosperity of both countries,

desiring to encourage and promote cooperation in the sphere of science and technology,

have agreed as follows:

**Article 1**

1. The Parties shall develop and promote cooperation in the field of science and technology in accordance with this Agreement and the legislation in force of Montenegro and of the Republic of Bulgaria.
2. The Parties shall encourage and support the scientific and technological cooperation, by establishing direct contacts between scientific institutes, scientific societies, universities, government agencies and other research and development organisations, in compliance with the respective national legislation.
3. The Ministry of Education, Science and Innovation of Montenegro and the Ministry of Education and Science of the Republic of Bulgaria are "Responsible authorities" for the implementation of the provisions of this Agreement.

**Article 2**

1. Under this Agreement, cooperation in the field of science and technology shall comprise:
  - a) Joint research on specific projects and programmes according to mutually agreed upon priorities in science, technology and innovations;
  - b) Exchange of scientists, specialists, researchers and experts for the purpose of carrying out programmes and projects for scientific and technological cooperation;
  - c) Exchange of scientific and technological information, documents, as well as laboratory samples and equipment;
  - d) Organization and holding of joint scientific conferences, symposia, workshops, exhibitions, etc;
  - e) Other forms of cooperation as may be mutually agreed by the Parties.
2. The Parties shall encourage collaboration in the sphere of science and technology among entrepreneurs.
3. Financial terms of cooperation and implementation of joint projects shall be defined by the Parties in each particular case.

**Article 3**

1. The Parties shall encourage and support cooperation and participation in multilateral scientific, technological and development programmes and projects.

2. The Parties shall exchange information on their priorities regarding the scientific and technological cooperation and shall encourage their cooperating organisations to initiate joint participation in R&D projects within the EU Programmes, regional programmes, etc.

3. In the course of their joint work, the parties will cooperate for the rise and development of education and research according to the principles of equality, mutual benefit and with a commitment to promote:

- a) shared values and ethical principles in science, technology and innovation, in particular academic freedom, scientific excellence, transparency, accountability, integrity and security of research, justice and equality, accessibility, which principles are the basis of responsible research and innovation;
- b) the application of principles and practices of open science, as well as the principles of discovery, accessibility, interoperability and reuse (FAIR) for scientific data management, to facilitate and ensure fair access to scientific literature and publicly funded research data, across disciplines, sectors and borders, while fully respecting confidentiality, security and ethical considerations;
- c) voluntary and mutually beneficial exchange of scientific knowledge and international cooperation in the field of science, technology and innovation, which is open, fair, secure, reciprocal, while respecting intellectual property rights, data protection, privacy, rights human rights, gender equality and ensuring the safety of scientists.

#### **Article 4**

1. For the purpose of achieving the goals of this Agreement, a Joint Commission on Scientific and Technological Cooperation (hereinafter: "Joint Commission") shall be established, composed of equal number of representatives of the Parties.

2. The Joint Commission shall meet every two years, unless agreed otherwise, alternately in Montenegro and the Republic of Bulgaria at mutually agreed times.

3. The Joint Commission shall formulate rules for the implementation of the Agreement.

4. The Joint Commission shall reach decisions by full consent of all its members.

#### **Article 5**

The Joint Commission shall:

- a) Create favourable conditions for the implementation of this Agreement;
- b) Determine the priorities for cooperation;
- c) Assist and support the implementation of joint projects and programmes;
- d) Initiate and approve programmes of cooperation;
- e) Review the general conditions of this cooperation and make recommendations for achieving better results;
- f) Provide a report annually to the Ministry of Education, Science and Innovation of Montenegro and to the Ministry of Education and Science of the Republic of Bulgaria on the results of carrying out the provisions of this Agreement and on other results related to the cooperation.

#### **Article 6**

1. The intellectual property rights arising from the cooperative activities under this Agreement shall be regulated by agreements among the cooperating institutions indicated in the second paragraph of Article 1 of this Agreement.

The protection of intellectual property rights shall be subject to the international agreements on intellectual property, to which both Montenegro and the Republic of Bulgaria are parties, as well as to the legislation in force of both countries.

2. Scientific and technological information of a non-proprietary nature resulting from the cooperation under this Agreement shall be possessed jointly by the Parties and/or the institutions in accordance with the legislation of Montenegro and of the Republic of Bulgaria. Such information may not be the property of a third party, unless otherwise agreed by the Parties and/or the institutions in accordance with the legislation of the Parties.

#### **Article 7**

1. In accordance with the present Agreement, and in the conformity with the existing international laws and regulations, each Party reciprocally shall facilitate entry to and exit from the territory of the country of work of personnel and equipment engaged in or used in projects and programmes of the Parties under the present Agreement.

2. The personnel referred to in Article 2, Paragraph "b" sent by one of the Parties to the other, respectively shall be subject to the provisions of the legislation of the receiving country in the territory of this country.

#### **Article 8**

Costs for the exchange of researchers referred in the Article 2, Paragraph "b" of this Agreement, who participate in the implementation of programs and projects, unless agreed otherwise by the Parties, shall be covered as follows:

1. The sending country shall cover travel costs between the capitals of both countries, or - if more convenient – between the sending and receiving institution.

2. On its territory, the receiving country shall cover lodging, meal and local transportation costs necessary for carrying out the programmes and projects.

3. The Parties shall provide for medical insurance according to the current health legislation for their own scientists, specialists, researchers and experts for the time of their stay in the receiving country, prior to their arrival to the receiving country.

#### **Article 9**

Researchers, experts and representatives of institutions of third countries or international organisations may be invited to participate in projects and programs under this Agreement, upon consent of the institutions cooperating under this Agreement. The costs of such participation shall be covered by the interested institution of the third country, unless the two countries responsible for the implementation of the Agreement agree otherwise.

#### **Article 10**

1. The provisions of this Agreement may be modified or amended only by consensus of both Parties. Modifications and amendments shall be drawn up in a separate protocol, representing an integral part of this Agreement.

2. Any disputes related to the interpretation or implementation of this Agreement shall be settled through consultations within the Joint Commission or by the persons responsible for the implementation of this Agreement.

#### **Article 11**

This Agreement does not affect the rights and obligations arising from other international agreements concluded by either Party.

#### **Article 12**

1. This Agreement shall enter into force upon an exchange of notes confirming that the Contracting Parties have completed their legal internal procedures required for its entry into force. The date of the entry into force shall be the date of the receipt of the last note.

2. This Agreement is concluded for a period of five years. It shall be automatically prolonged for another five-year period, unless either Party notifies the other Party in writing of its intention to terminate the Agreement, at least six months before the date of its expiration.

3. The termination of the Agreement shall not affect the carrying out of any project or program undertaken under this Agreement and not fully executed at the time of the termination of this Agreement, unless agreed otherwise.

Done in Podgorica, on day of 08. 09. in the year 2025, in two original copies, each in the Montenegrin, Bulgarian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**For the Government of  
Montenegro**

**Milojko Spajić  
Prime Minister**

**For the Government of the  
Republic of Bulgaria**

**Rosen Zhelyazkov  
Prime Minister**

### **Član 3**

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