

Z A K O N

**O POTVRĐIVANJU SPORAZUMA O UČEŠĆU U
SREDNJOEVROPSKOM PROGRAMU
UNIVERZITETSKE RAZMENE („CEEPUS IV”)**

Član 1.

Potvrđuje se Sporazum o učešću u Srednjoevropskom programu univerzitetske razmene („CEEPUS IV”), potpisan u Varšavi, Republika Poljska, 20. septembra 2023. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma o učešću u Srednjoevropskom programu univerzitetske razmene („CEEPUS IV”), u originalu na engleskom jeziku i prevodu na srpski 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 online).

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 Depositary. Such withdrawal shall take effect six months from the date of receipt by the Depositary 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 20, 2023 in one original in the English language.

For the Republic of Albania.....

For the Republic of Austria.....

For Bosnia and Herzegovina.....

For the Republic of Bulgaria.....

For the Republic of Croatia.....

For the Czech Republic.....

For Hungary.....

For the Republic of Moldova.....

For Montenegro.....

For the Republic of North Macedonia.....

For the Republic of Poland.....

For Romania.....

For the Republic of Serbia.....

For the Slovak Republic.....

For the Republic of Slovenia.....

Sporazum o učešću u Srednjoevropskom programu univerzitetske razmene („CEEPUS IV”)

Ugovorne strane koje učestvuju u programu CEEPUS imaju zajedničku viziju koja podrazumeva sledeće:

- težnju za istinom, suštinsku ulogu nauke u stvaranju civilizacije i prenošenje znanja sa generacije na generaciju kao naročito plemenitu aktivnost čoveka;
- regionalnu akademsku razmenu kao važno sredstvo za prevazilaženje međusobnih stereotipa;
- dugoročnu akademsku saradnju putem kvalitetnih univerzitetskih mreža koje se tiču određene oblasti, koja pruža odgovarajući okvir za mobilnost studenata, doktoranata, istraživača, univerzitetskih nastavnika i univerzitetskog osoblja;
- napredak u priznavanju perioda studija u inostranstvu i visokoškolskih kvalifikacija između univerziteta i podsticanje razvoja srednjoevropske dimenzije univerzitetskih kurikuluma;
- promovisanje regionalne saradnje u oblasti visokog obrazovanja u okviru Srednjoevropskog programa univerzitetske razmene, u daljem tekstu „CEEPUS IV”.

Ugovorne strane su posvećene:

- ključnoj ulozi visokog obrazovanja u ostvarivanju Ciljeva održivog razvoja Ujedinjenih nacija;
- ciljevima Bolonjskog procesa i povezanih Saopštenja, doprinoseći daljoj realizaciji Evropskog prostora visokog obrazovanja;

i uzimaju u obzir:

- Strateški okvir za obrazovanje i obuku koji se tiče Evropskog obrazovnog prostora, Istočno partnerstvo Evropske unije i Agende Evropske unije za Zapadni Balkan u oblasti inovacija, istraživanja, obrazovanja, kulture, mladih i sporta.

Ugovorne strane su se sporazumele o sledećem:

Član 1.

- 1) Saradnja ugovornih strana u oblasti visokog obrazovanja i istraživanja u ovoj oblasti, a naročito međuuniverzitetska saradnja i mobilnost, promoviraju se u skladu sa ovim sporazumom.
- 2) Saradnja iz stava 1, uz izuzetak stipendija iz člana 2. st. 6. i 7. ovog sporazuma, sprovodi se u okviru univerzitetskih mreža Srednjoevropskog programa univerzitetske razmene na način definisan ovim sporazumom.
- 3) CEEPUS IV stipendije predstavljaju sveobuhvatna bespovratna sredstva koja pokrivaju troškove života, troškove laboratorijskog rada u skladu sa uobičajenom praksom u državi domaćinu, gde je to primenljivo, kao i smeštaj i osnovno zdravstveno osiguranje, gde je to primenljivo, tokom boravka u državi domaćinu. CEEPUS IV stipendije su u saglasnosti sa troškovima života u odgovarajućoj državi domaćinu i usklađene sa inflacijom.
- 4) Pored toga, CEEPUS IV stipendije mogu biti i bespovratna sredstva koja se dodeljuju za pokriće troškova učenja i nastave putem interneta kao i hibridnog učenja i hibridne nastave. Virtuelne stipendije su dopunski oblik mobilnosti fizičkoj razmeni u skladu sa nacionalnim propisima i relevantnim CEEPUS radnim programom. U tom slučaju, CEEPUS IV stipendije ne moraju nužno da se koriste u svrhu mobilnosti.
- 5) U okviru ovog sporazuma nema nikakvog prenosa novčanih sredstava između ugovornih strana. CEEPUS IV stipendije finansira država domaćin. Sva dodatna sredstva za odlaznu mobilnost, gde je to primenljivo, finansira matična država. Dodatna sredstva za odlazne mobilnosti mogu biti sredstva za pokrivanje putnih troškova, novčani dodaci za osobe sa hendikepom ili osobe iz osetljivih i marginalizovanih grupa, ili druga dodatna plaćanja, gde je to primenljivo. Ugovorne strane i univerziteti koji učestvuju u programu pozivaju se da dobrovoljno obezbede dodatno finansiranje za aktivnosti u okviru programa CEEPUS IV.
- 6) U skladu sa ovim sporazumom i proceduralnim pravilima koje usvaja Zajednički odbor ministara, ugovorne strane najavljuju broj stipendijskih meseci za saradnju (što predstavlja internu „valu CEEPUS programa”), i to jednom godišnje za svaku narednu akademsku godinu. Minimalan iznos valute CEEPUS programa je sto stipendijskih meseci.
- 7) CEEPUS IV stipendije ne mogu se koristiti za pokriće režijskih troškova, kao ni za pokriće izdataka vezanih za organizacione i administrativne aktivnosti. Ugovorne strane i univerziteti koji učestvuju u programu pozivaju se da dobrovoljno obezbede dodatno finansiranje za pokrivanje ovih troškova i izdataka.
- 8) Stipendijski meseci u okviru CEEPUS IV programa mogu se iskoristiti i za koordinativne sastanke CEEPUS IV mreža, gde je to primenljivo i na način definisan relevantnim CEEPUS radnim programom.

Član 2.

- 1) U ovom sporazumu termin „univerzitet” označava visokoškolsku ustanovu koju je priznao nadležni organ ugovorne strane kao ustanovu koja pripada sistemu visokog obrazovanja. Svaka ugovorna strana jednom godišnje pre svakog novog konkursa za prijavljivanje mreža dostavlja spisak univerziteta koji imaju pravo učešća u CEEPUS IV programu.
- 2) U ovom sporazumu termin „akademska godina” označava period od 1. septembra jedne godine do 31. avgusta naredne godine. Početak akademske godine u praksi može se razlikovati u skladu sa nacionalnim propisima ugovornih strana.
- 3) Studenti koji su upisani na univerzitet, bez obzira na oblast studija, imaju pravo korišćenja CEEPUS IV stipendija, zaključno sa nivoom doktorskih studija.

Period studija, obuke, odnosno prakse mora da se odvija na univerzitetu domaćinu ili ustanovi domaćinu u okviru CEEPUS mreže u skladu sa ovim sporazumom i relevantnim CEEPUS radnim programom, pod uslovom da matični univerzitet studenta priznaje i odobrava bodove stečene tokom trajanja studija, obuke ili prakse u inostranstvu. Komercijalno preduzeće, istraživačka ustanova, državna institucija ili neka druga organizacija u državi domaćinu takođe može da ima ulogu ustanove domaćina gde je to primenljivo i na način na koji je predviđeno relevantnim CEEPUS radnim programom.

4) CEEPUS IV program podržava mobilnost akademskog osoblja, tj. nastavnika, istraživača i umetničkog osoblja odgovarajućeg univerziteta, dodeljivanjem CEEPUS IV stipendija u cilju unapređenja transnacionalne međuuniverzitetske saradnje i jačanja srednjoevropske dimenzije u nastavnim planovima i programima na univerzitetima, kako je definisano CEEPUS radnim programom.

5) CEEPUS IV stipendije se takođe mogu dodeliti nenastavnom osoblju visokoškolskih ustanova koje učestvuju u CEEPUS IV mrežama u cilju izgradnje kapaciteta u okviru mreže i podrške za organizaciju zajedničkih aktivnosti partnera u mreži CEEPUS IV kako je definisano relevantnim CEEPUS radnim programom.

6) Stipendijski meseci koji nisu iskorišćeni u okviru CEEPUS mreža takođe se mogu dodeliti studentima univerziteta koji ima pravo učešća u programu a koji nije deo CEEPUS IV mreže i članovima akademskog osoblja ili nenastavnom osoblju univerziteta koji ima pravo učešća u programu a koji nije deo CEEPUS IV mreže („Vanmrežne mobilnosti” – engl. „Freemovers”) kako je definisano relevantnim CEEPUS radnim programom, pod uslovom da postoje posebni sporazumi za studiranje, obavljanje nastavnog i mentorskog rada ili saradničko učenje na takvim univerzitetima.

7) Svaka ugovorna strana može u aktivnostima CEEPUS mreža prihvatiti i priznati učešće studenata i nastavnika sa visokoškolskih ustanova iz država koje nisu potpisnice ovog sporazuma ukoliko je to u skladu sa nacionalnim propisima i po individualnoj odluci ugovorne strane. Za ove aktivnosti ugovorne strane mogu da najave dodatne stipendijske mesece za svaku narednu akademsku godinu, a koje moraju biti povezane sa sprovođenjem aktivnosti opisanih u relevantnom radnom programu.

Ako Zajednički odbor jednoglasno utvrdi da postoji zajednički interes za saradnju sa određenom državom koja nije potpisnica sporazuma, studentima i nastavnicima sa visokoškolskih ustanova iz te treće zemlje može biti odobrena mobilnost, pod uslovom da ta ugovorna strana ima neiskorišćene stipendijske mesece u okviru CEEPUS mreža. Ako je to primenljivo, ti neiskorišćeni stipendijski meseci mogu se upotrebiti za mobilnost studenata i nastavnika iz trećih zemalja kako je definisano relevantnim radnim programom za CEEPUS.

Član 3.

1) Ovim se osniva Zajednički odbor ministara u nastavku „Zajednički odbor”, u čiji sastav ulazi po jedan predstavnik svake ugovorne strane. Zajednički odbor je odgovoran za sve mere i odluke koje su potrebne da bi se obezbedilo sprovođenje ovog sporazuma, uključujući i odobravanje evaluacionih izveštaja. Zajednički odbor usvaja radni program za saradnju u okviru programa CEEPUS IV najmanje svake druge godine.

2) Zajednički odbor se sastaje po potrebi, ali najmanje svake druge godine. On usvaja sopstvena pravila rada. Odbor bira jednog člana za predsedavajućeg na period od dve godine. Zajednički odbor može da osniva radne grupe koje su potrebne za sprovođenje ovog sporazuma i da odlučuje o njihovom sastavu.

3) Zajednički odbor nastoji da sve odluke donosi konsenzusom. Ukoliko se iscrpe sve mogućnosti a konsenzus ipak ne bude postignut, odluke se izuzetno usvajaju na bazi dvotrećinske većine glasova prisutnih članova Zajedničkog odbora (uživo ili onlajn).

4) Zajednički odbor jednoglasno usvaja odluke o ukupnom broju CEEPUS IV stipendijskih meseci u skladu sa članom 1. stav 6. ovog sporazuma.

Član 4.

1) Odluke u vezi sa postupkom izbora CEEPUS IV mreža donosi radna grupa Zajedničkog odbora.

2) Svaka ugovorna strana uspostavlja nacionalnu komisiju sastavljenu od članova akademske zajednice, odnosno drugih stručnjaka koji pomažu u procesu izbora pomenutog u stavu 1.

3) Svaka ugovorna strana uspostavlja Nacionalnu CEEPUS kancelariju koja će imati sledeće odgovornosti:

- a. organizacija sprovođenja CEEPUS programa u skladu sa relevantnim nacionalnim propisima i finansijskom nadležnošću;
- b. promocija programa, informisanje o programu i širenje informacija o ishodima saradnje na nacionalnom nivou;
- c. savetovanje potencijalnih kandidata u vezi sa mrežnom saradnjom i programom stipendiranja;
- d. prijem i formalna evaluacija prijave i organizacija ocenjivanja mreža od strane stručnjaka na nacionalnom nivou;
- e. dodela i administriranje stipendija u skladu sa relevantnim radnim programom i nacionalnim propisima;
- f. organizacija isplata u vezi sa stipendijama u skladu sa nacionalnim propisima i relevantnom finansijskom nadležnošću ugovorne strane;
- g. savetovanje putem informisanja relevantne ugovorne strane o najnovijim dešavanjima koja se tiču saradnje u okviru CEEPUS programa;
- h. sprovođenje nacionalne evaluacije saradnje, gde je primenljivo, i pružanje podrške u sprovođenju sveobuhvatne evaluacije saradnje;
- i. preduzimanje neophodnih mera i aktivnosti zajedno sa Centralnom CEEPUS kancelarijom radi potpune usklađenosti sa Opštom uredbom o zaštiti podataka o ličnosti.

4) Ugovorne strane obaveštavaju Centralnu CEEPUS kancelariju o osnivanju svojih Nacionalnih CEEPUS kancelarija.

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

6) Ugovorne strane preduzimaće odgovarajuće mere kako bi svojoj Nacionalnoj CEEPUS kancelariji omogućile da raspolaže sredstvima neophodnim za vršenje svojih funkcija.

Član 5.

1) Ovim se osniva Centralna CEEPUS kancelarija u Beču. Centralna CEEPUS kancelarija ima odgovarajući pravni kapacitet za vršenje funkcija koje su joj poverene.

- 2) Rukovodilac Centralne CEEPUS kancelarije je Generalni sekretar. Generalni sekretar se, na predlog Republike Austrije, bira na period od sedam godina dvotrećinskom većinom glasova Zajedničkog odbora. Generalni sekretar može da bude smenjen pre kraja mandata jednoglasnom odlukom Zajedničkog odbora.
- 3) Infrastrukturu koja je Centralnoj CEEPUS kancelariji potrebna za vršenje poverenih funkcija, uključujući plate Generalnog sekretara i zaposlenih u Kancelariji, finansira Republika Austrija.
- 4) Troškovi predstavnika ugovornih strana ili osoblja upućenog na rad u Centralnu CEEPUS kancelariju padaju na teret odgovarajuće ugovorne strane.
- 5) Ugovorne strane se pozivaju da dobrovoljno učestvuju u finansiranju aktivnosti Centralne CEEPUS kancelarije u cilju daljeg unapređenja kvaliteta saradnje.
- 6) Centralna CEEPUS kancelarija je zadužena za koordinaciju i evaluaciju, dok ugovorne strane u potpunosti zadržavaju ovlašćenja i kontrolu nad svojim nacionalnim budžetima namenjenim za aktivnosti saradnje.
- 7) Centralna CEEPUS kancelarija pre svega:
 - a. obaveštava Zajednički odbor o odlukama koje je Generalni sekretar doneo u periodu između dva sastanka Zajedničkog odbora a koje se odnose na hitna tehnička i administrativna pitanja, i to na prvom narednom sastanku Zajedničkog odbora;
 - b. priprema godišnji izveštaj o napretku i sprovodi sveobuhvatnu evaluaciju primene ovog sporazuma;
 - c. podnosi predloge za dalje unapređenje saradnje;
 - d. priprema i organizuje sastanke Zajedničkog odbora i radnih grupa, te vodi zapisnik navedenih sastanaka;
 - e. podržava sprovođenje odluka koje je usvojio Zajednički odbor;
 - f. sačinjava zajedničku strategiju odnosa sa javnošću na temu saradnje i predočava ugovornim stranama programe svojih informativnih aktivnosti;
 - g. objavljuje informacije o saradnji univerziteta iz ugovornih strana koji učestvuju u ovom programu.

Član 6.

- 1) Ugovorne strane su dužne da u skladu sa ovim sporazumom ulože sve napore da se izbegnu ograničenja u vezi sa slobodnim kretanjem i prebivalištem lica korisnika CEEPUS IV stipendije.
- 2) Ugovorne strane su dužne da preduzmu odgovarajuće mere u skladu sa nacionalnim zakonima kako bi se otklonile administrativne i finansijske prepreke za sprovođenje saradnje u potpunosti.

Član 7.

Zajednički odbor je dužan da završi reviziju ovog sporazuma pre isteka četvrtе akademske godine po stupanju Sporazuma na snagu. Takva revizija mora da se zasniva na sveukupnoj evaluaciji saradnje.

Član 8.

- 1) Eventualni sporovi između ugovornih strana, odnosno između ugovornih strana i Centralne CEEPUS kancelarije, nastali u vezi sa tumačenjem i sprovođenjem ovog sporazuma ili radnog programa, rešavaće se pregovorima i konsultacijama strana u duhu dobre saradnje. Sporove koji se ne mogu rešiti putem

takvih pregovora i konsultacija rešavaće Zajednički odbor u prijateljskom duhu. U tu svrhu Zajednički odbor može osnovati radnu grupu u skladu sa članom 3. stav 2. ovog sporazuma. Radna grupa može predložiti Zajedničkom odboru na koji način da okonča spor. Ako Zajednički odbor ne može da reši spor, bilo koja strana u sporu može da podnese predlog da se spor reši arbitražom.

2) Arbitražni tribunal se sastoji od tri člana. Svaka strana u sporu određuje jednog arbitra. Navedena dva arbitra određuju trećeg arbitra, koji ima ulogu predsedavajućeg tribunala.

3) Arbitražni tribunal odlučuje o svom sedištu i usvaja sopstvena proceduralna pravila.

4) Odluke arbitražnog tribunala se donose većinom glasova članova tribunala. Članovi arbitražnog tribunala ne mogu biti uzdržani. Odluka je konačna i obavezujuća za sve strane u sporu i na nju nije moguće uložiti žalbu. Strane u sporu su dužne da bez odlaganja postupe po odluci. U slučaju spora u vezi sa tumačenjem odluke ili njenim okvirom, arbitražni tribunal, ukoliko je potrebno, većinom glasova tumači odluku na zahtev bilo koje strane u sporu.

Član 9.

1) Ovaj sporazum otvoren je za potpisivanje svim ugovornim stranama Sporazuma CEEPUS III.

2) Ovaj sporazum podleže odobrenju država potpisnica u skladu sa relevantnim nacionalnim procedurama. Instrumenti odobrenja biće deponovani u Centralnoj CEEPUS kancelariji kao Depozitaru ovog sporazuma.

3) Depozitar obaveštava sve ugovorne strane o najavama i instrumentima odobrenja koje je primio.

4) Originalni primerak ovog sporazuma deponuje se kod Depozitara.

Član 10.

1) Ovaj sporazum stupa na snagu 1. maja 2025. godine nakon što države potpisnice deponuju svoje instrumente odobrenja. Ako do tog datuma bude deponovano manje od tri instrumenta odobrenja, Sporazum stupa na snagu prvog dana trećeg meseca po deponovanju trećeg instrumenta odobrenja. Sporazum ostaje na snazi sedam godina od datuma stupanja na snagu.

2) Za države potpisnice koje deponuju svoj instrument odobrenja nakon stupanja na snagu ovog sporazuma u skladu sa članom 10. stav 1, ovaj sporazum stupa na snagu prvog dana narednog meseca u odnosu na datum kada je deponovan instrument odobrenja.

3) U bilo kom trenutku, svaka ugovorna strana može predložiti reviziju ovog sporazuma. Takva revizija podnosi se u pisanom obliku predsedavajućem Zajedničkog odbora i drugim ugovornim stranama najmanje šest nedelja pre sastanka Zajedničkog odbora, osim ukoliko Zajednički odbor ne odluči drugačije. Odluke koje se tiču revizije ovog sporazuma Zajednički odbor jednoglasno treba da usvoji. Reviziju potpisuju i odobravaju ugovorne strane u skladu sa relevantnim nacionalnim procedurama. Instrumenti odobrenja deponuju se kod Depozitara. Revizija stupa na snagu prvog dana trećeg meseca po deponovanju trećeg instrumenta odobrenja, osim ukoliko se u reviziji Sporazuma ne odredi drugačije.

Član 11.

1) Ovaj sporazum ostaje otvoren za pristupanje i onih država koje nisu ugovorne strane Sporazuma CEEPUS III, i to po jednoglasnoj odluci Zajedničkog odbora. Države koje nameravaju da pristupe ovom sporazumu o takvoj svojoj nameri

obaveštavaju Depozitara u pisanoj formi. Depozitar obaveštava ostale ugovorne strane o nameri određene države da pristupi ovom sporazumu.

2) Instrumenti pristupanja deponuju se u Centralnoj CEEPUS kancelariji. Depozitar obaveštava ugovorne strane o deponovanim instrumentima pristupanja.

3) Za državu koja pristupa ovom sporazumu nakon njegovog stupanja na snagu, ovaj sporazum stupiće na snagu prvog dana narednog meseca u odnosu na datum deponovanja instrumenta pristupanja.

4) Države koje su pristupile ovom sporazumu nakon njegovog stupanja na snagu učestvuju u aktivnostima u okviru programa CEEPUS IV na način opisan u radnom programu i u skladu sa odlukama Zajedničkog odbora.

Član 12.

Svaka ugovorna strana može u bilo kom trenutku povući potpis sa ovog sporazuma nakon što prethodno obavesti Depozitara u pisanoj formi. Povlačenje potpisa sa ovog sporazuma stupa na snagu u roku od šest meseci od datuma kada je Depozitar primio obaveštenje o povlačenju.

Povlačenje ugovorne strane ne utiče na mreže, akcije i aktivnosti započete na osnovu ovog sporazuma pre nego što povlačenje postane pravosnažno.

Član 13.

Ugovorne strane uviđaju važnost zaštite podataka i dužne su da preuzmu efikasne mere da implementiraju odgovarajuće standarde koji se tiču privatnosti u okviru Srednjoevropskog programa univerzitetske razmene.

Ugovorne strane su saglasne da ovi standardi privatnosti za program CEEPUS IV moraju da budu u skladu sa Evropskom opštom uredbom o zaštiti podataka i budućim uredbama.

Sačinjeno u Varšavi, Poljska, 20. septembra 2023. godine, u jednom originalnom primerku na engleskom jeziku.

Za Republiku Albaniju.....

Za Republiku Austriju.....

Za Bosnu i Hercegovinu.....

Za Republiku Bugarsku.....

Za Republiku Hrvatsku.....

Za Češku Republiku.....

Za Mađarsku.....

Za Republiku Moldaviju.....

Za Crnu Goru.....

Za Republiku Severnu Makedoniju.....

Za Republiku Poljsku.....

Za Rumuniju.....

Za Republiku Srbiju.....

Za Slovačku Republiku.....

Za Republiku Sloveniju.....

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori”.