|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **MODEL**  **UGOVOR**  **O REALIZACIJI PROGRAMA INDUSTRIJSKE STIPENDIJE**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, sa sedištem u \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_br.\_\_\_\_\_\_, MB \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_, koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (u daljem testu: **Institucija domaćin**),  i   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sa sedištem u \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, br.\_\_\_\_, MB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_, koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ u svojstvu\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (u daljem tekstu: **Sponzor**)  i   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ iz \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, br.\_\_\_\_, JMBG\_\_\_\_\_\_\_\_\_\_\_\_\_   (u daljem tekstu: **Stipendista**, a zajedno sa Institucijom domaćinom i Sponzorom: **Ugovorne strane**)  Zaključili su  u \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dana\_\_\_\_\_\_\_\_\_\_ godine  sledeći  **UGOVOR**  **O REALIZACIJI PROGRAMA INDUSTRIJSKE STIPENDIJE**  **I Uvodne odredbe**  Član 1.  Ugovorne strane saglasno konstatuju:     1. Institucija domaćin je akademska/istraživačka institucija (*nepotrebno precrtati*) sa značajnom reputacijom, ljudskim i materijalnim resursima, uključujući tehničko znanje i iskustvo u oblasti [uneti]; 2. Sponzor je privredno društvo koje poseduje određenu ekspertizu i uspešno posluje u oblasti [uneti]; 3. Sponzor je zainteresovan za transfer znanja, razmenu ekspertize i iskustava sa Institucijom domaćinom putem prijema Stipendiste od strane Institucije domaćina i realizaciju aktivnosti iz Programa industrijske stipendije (u daljem tekstu: **Program**), koji je sastavni deo ovog Ugovora kao njegov Prilog 1; 4. Izrazi koji se koriste u ovom Ugovoru tumačiće se u skladu sa definicijama iz člana 2. ovog Ugovora.   **II Definicije**  Član 2.  Ugovorne strane saglasno utvrđuju da u ovom Ugovoru sledeći izrazi imaju sledeće značenje:   |  |  | | --- | --- | | Istraživački mentor  Odgovorno lice | Lice koje je zaposleno kod Institucije domaćina i koje poseduje odgovarajuće kvalifikacije i znanje i iskustvo, i ima obavezu da prati sprovođenje Programa i vrši nadzor nad Stipendistom prilikom sprovođenja Programa.  Lice imenovano od strane Sponzora radi vršenja nadzora nad realizacijom Programa i radom Stipendiste na izvršavanju obaveza obuhvaćenih Programom. | | Prava intelektualne svojine | Prava na delima intelektualnog stvaralaštva uključujući prava industrijske svojine, i autorsko pravo i srodna prava. | | Informacije | Informacije koje jedna Ugovorna strana saopšti drugoj Ugovornoj strani ili koje Ugovorne strane razmenjuju na osnovu i u skladu sa odredbama ovog Ugovora, uključujući ali ne ograničavajući se na finansijske, ekonomske, poslovne, naučne, tehničke, tehnološke, proizvodne podatke, studije, testove, rezultate istraživanja, formule, crteže, planove, projekte, prototipove, kodove, modele, kompilacije, programe, metode, tehnike, postupke, obaveštenja ili uputstva internog karaktera i slično, bez obzira na koji način i u kom obliku su sačuvane ili kompilirane i bez obzira da li su izričito označene kao poslovna tajna od strane Ugovorne strane koja ih otkriva.  Primera radi, bez ikakvog ograničavanja, Informacije mogu biti u sledećim oblicima: dokument, razgovor, elektronski oblik, informacije koje su sadržane u fizičkim delovima, modelima, metodologiji, softveru ili materijalnim uzorcima. | | Viša sila  (Force Majeure) | Okolnosti koje Ugovorna strana ne može razumno da kontroliše i/ili spreči, uključujući ali se ne ograničavajući na rat, poplavu, težu havariju, zemljotres, itd. |     **III Predmet Ugovora**  Član 3.  Predmet ovog Ugovora je sprovođenje Programa sa ciljem transfera znanja i razmene ekspertize i iskustava između Institucije domaćina i Sponzora, kroz prijem Stipendiste od strane Institucije domaćina i realizaciju aktivnosti opisanih u Programu.  **IV Garancija Ugovornih strana**  Član 4.  Ugovorne strane garantuju da imaju sve resurse potrebne za uspešno i efikasno sprovođenje Programa, kao i da će, u cilju takve realizacije Programa, a u skladu sa odredbama ovog Ugovora, ispuniti sve uslove i preduzeti sve mere razumno potrebne za ostvarenje tog cilja.  **V** **Period implementacije Programa**  Član 5.  Ugovorne strane su saglasne da će implementacija Programa početi prvog sledećeg radnog dana od dana kada ovaj Ugovor bude potpisan od strane sve tri Ugovorne strane, i da će trajati [uneti odgovarajući period].  Ugovorne strane se mogu dogovoriti o produženju perioda implementacije Programa iz stava 1. ovog člana Ugovora u kom slučaju će zaključiti Aneks ovog Ugovora.  **VI**  **Obaveze Institucije domaćina**  Član 6.  Institucija domaćin ima sledeće obaveze:   1. Da obezbedi mesto i ispuni prateće uslove za realizaciju Programa, osim uslova iz člana 7. ovog Ugovora, uključujući omogućavanje Stipendisti da pristupi relevantnim univerzitetskim sadržajima, akademskoj mreži i on-line servisima Institucije domaćina; 2. Da imenuje Istraživačkog mentora i da prati i nadzire njegov rad; 3. Da obezbedi da Istraživački mentor uredno pregleda i potpisuje mesečne izveštaje, prelazni i završni izveštaj dostavljene od strane Stipendiste, kao i da na njih daje pisanu saglasnost zajedno sa Odgovornim licem; 4. Da, ako u bilo kom trenutku, iz bilo kog razloga, Istraživački mentor nije više u mogućnosti da nastavi da obavlja svoje aktivnosti u skladu sa ovim Ugovorom, o tome neodložno obavesti Sponzora koji mora da se saglasi sa predlogom Institucije domaćina za novog Istraživačkog mentora, koji je Institucija domaćin dužna da dâ u roku od [uneti odgovarajući period]*(npr. 30* *dana)*. U slučaju da iz opravdanih razloga koje je Sponzor obavezan da obrazloži, predloženi novi Istraživački mentor nije prihvatljiv za Sponzora, onda Sponzor može da raskine ovaj Ugovor sa raskidnim rokom od [uneti odgovarajući period] *(npr. 30 dana*). U tom slučaju, Sponzor je dužan da obezbedi Stipendisti da započeti Program sprovede do kraja kod druge institucije domaćina.   **VII Obaveze Sponzora**  Član 7.  Sponzor ima sledeće obaveze:   1. Da obezbedi finansijska sredstva za realizaciju Programa, uključujući platu Stipendiste, njegove/njene putne troškove, potrošni materijal za istraživanje obuhvaćeno Programom, novčanu nadoknadu za Istraživačkog mentora, a sve u skladu sa budžetom Programa koji je sastavni deo ovog Ugovora kao njegov Prilog 2; 2. Da imenuje Odgovorno lice koje će da vrši nadzor nad sprovođenjem Programa i radom Stipendiste; 3. Da obezbedi sva sredstva i resurse potrebne za sprovođenje onih aktivnosti obuhvaćenih Programom koje će se, pod nadzorom Istraživačkog mentora, sprovesti u prostorijama Sponzora, uključujući, ali se ne ograničavajući na, prostorije, opremu, tehničko i pomoćno osoblje i druge uslove potrebne za adekvatno i efikasno sprovođenje predmetnih aktivnosti.   **VIII** **Obaveze stipendiste**  Član 8.  Stipendista ima sledeće obaveze:   1. Da savesno i blagovremeno ispunjava sve svoje obaveze iz Programa i postupa u skladu sa instrukcijama Istraživačkog mentora i Odgovornog lica; 2. Da poštuje radnu etiku i pravila ponašanja propisana kod Institucije domaćina; 3. Da se savesno odnosi prema imovini Institucije domaćina i pažljivo rukuje opremom, instrumentima i softverom; 4. Da čuva poverljivost informacija o aktuelnim istraživačkim projektima Institucije domaćina, kao i svih drugih Informacija koje mu/joj budu otkrivene ili on/ona za njih sazna za vreme važenja ovog Ugovora; 5. Da poštuje sve propise koji se odnose na bezbednost i zaštitu na radu, kao i sve druge primenljive propise.   Član 9.  Pored obaveza iz člana 8. ovog Ugovora, Stipendista je obavezan da tokom perioda implementacije Programa iz člana 5. ovog Ugovora dostavlja izveštaje o realizaciji Programa Istraživačkom mentoru, i to:   * Mesečne izveštaje, za svaki mesec u toku perioda implementacije Programa – najkasnije do 5. u sledećem mesecu za prethodni mesec;      * Jedan prelazni izveštaj - na polovini perioda implementacije Programa; * Jedan završni izveštaj - najkasnije u roku od 15 dana pre završetka perioda implementacije Programa.   Izveštaji iz stava 1. ovog člana Ugovora dostavljaju se u [uneti] formatu, na obrascima koji predstavljaju sastavni deo ovog Ugovora kao njegov Prilog 3.  **IX Obaveza čuvanja poverljivosti**  Član 10.  Ugovorne strane su obavezne da čuvaju poverljivost Informacija i da ih, osim na osnovu prethodne pisane saglasnosti druge/-ih Ugovorne/-ih strane/-a, ne otkrivaju bilo kom trećem licu.  Svi vidovi komunikacije koji su u vezi sa ovim Ugovorom, uključujući, bez ograničenja, telefon, elektronsku prepisku, pisanu poslovnu prepisku, obuhvaćeni su obavezom čuvanja poverljivosti iz stava 1. ovog člana Ugovora.  Izuzetak od obaveze čuvanja poverljivosti su Informacije koje su, na dan njihovog prijema od strane Ugovorne strane, već javno dostupne ili već poznate toj Ugovornoj strani ili su nezavisno razvijene od strane te Ugovorne strane posle toga, ili ih je ta Ugovorna strana dobila od trećeg lica koje u pogledu tih Informacija nema obavezu čuvanja poverljivosti prema bilo kojoj od Ugovornih strana ili prema bilo kom trećem licu, ili je Ugovorna strana obavezna da ih otkrije po nalogu nadležnog državnog organa, a što se sve dokazuje odgovarajućim dokumentima koje poseduje ta Ugovorna strana.  Obaveza čuvanja poverljivosti iz ovog člana Ugovora je na snazi za sve vreme važenja ovog Ugovora i po njegovom prestanku bez ikakvog vremenskog ograničenja.  Član 11.  Institucija domaćin je obavezna da obezbedi da obavezu čuvanja poverljivosti iz člana 10. ovog Ugovora poštuje Istraživački mentor, kao i sva druga lica koja učestvuju u realizaciji Programa, a koja su angažovana od strane Institucije domaćina bez obzira da li je u pitanju angažovanje na osnovu ugovora o radu ili bilo kog drugog ugovora, kao i da sva ta lica potpišu izjavu o čuvanju poverljivosti kojom se obavezuju na čuvanje poverljivosti u skladu sa odredbama ovog Ugovora.  Član 12.  Sponzor je obavezan da obezbedi da obavezu čuvanja poverljivosti iz člana 10. ovog Ugovora poštuje Odgovorno lice, kao i sva druga lica koja učestvuju u realizaciji Programa, a koja su angažovana od strane Sponzora bez obzira da li je u pitanju angažovanje na osnovu ugovora o radu ili bilo kog drugog ugovora, kao i da sva ta lica potpišu izjavu o čuvanju poverljivosti kojom se ta lica obavezuju na čuvanje poverljivosti u skladu sa odredbama ovog Ugovora.  Član 13.  Za eventualnu štetu koja bi nastala za jednu Ugovornu stranu postupanjem druge Ugovorne strane koje je suprotno odredbama člana 10., 11. Ili 12. ovog Ugovora, odgovara ta druga Ugovorna strana, i to kako za običnu štetu tako i za izmaklu korist.  Odgovornost za celokupnu štetu iz stava 1. ovog člana Ugovora obuhvata i odgovornost za onu štetu koju svojim postupanjem prouzrokuje bilo koje lice koje je angažovano od strane te Ugovorne strane.  Član 14.  Ugovorne strane su saglasne da Institucija domaćin može da objavi rezultate Programa koji nisu označeni kao poslovna tajna od strane Sponzora, samo uz pisanu saglasnost Sponzora.  **X Finansiranje i način plaćanja**  Član 15.  Sponzor je obavezan da obezbedi celokupna finansijska sredstva potrebna za realizaciju Programa u skladu sa odredbama člana 7. ovog Ugovora i budžetom iz Priloga 2 Ugovora.  Plata i putni troškovi Stipendiste biće plaćeni [uneti način i dinamiku plaćanja].  Novčana nadoknada Istraživačkog mentora biće plaćena [uneti način i dinamiku plaćanja].  Druga sredstva koja su predviđena odredbama člana 7. ovog Ugovora i budžetom iz Priloga 2 Ugovora, biće plaćena [uneti način i dinamiku plaćanja].  **XI Intelektualna svojina**  Član 16.  Ugovorne strane su saglasne da sva Prava intelektualne svojine koja su stečena od strane Institucije domaćina ili Sponzora do dana zaključenja ovog Ugovora, odnosno početka implementacije Programa, ostaju isključiva prava te Ugovorne strane.  Ugovorne strane su saglasne da će se prava na delima intelektualnog stvaralaštva koja eventualno budu nastala ili budu razvijena na osnovu ili u vezi sa izvršavanjem ovog Ugovora i realizacijom Programa, naknadno regulisati pisanim putem, zaključenjem Aneksa ovog Ugovora.  **XII Trajanje i prestanak važenja Ugovora**  Član 17.  Ovaj Ugovor stupa na snagu danom potpisivanja od strane svih Ugovornih strana i važi [uneti odgovarajući period] od dana potpisivanja (u daljem tekstu: Rok važenja).  Ugovorne strane se mogu dogovoriti o produženju Roka važenja, i to zaključenjem Aneksa ovog Ugovora najkasnije [uneti] dana pre isteka Roka važenja.  Član 18.  Svaka Ugovorna strana može jednostrano da raskine ovaj Ugovor u slučaju da bilo koja od drugih Ugovornih strana ne izvršava ili grubo krši bilo koju od svojih ugovornih obaveza, i to slanjem pisane izjave o raskidu toj drugoj Ugovornoj strani, pri čemu se Ugovor smatra raskinutim po isteku roka od [uneti] dana od dana prijema te izjave od strane Ugovorne strane kojoj je izjava poslata, osim ukoliko ta Ugovorna strana u tom dodatnom roku ispuni svoju ugovornu obavezu, odnosno otkloni prethodno izvršenu povredu Ugovora.  Svaka Ugovorna strana ima pravo na jednostrani raskid ovog Ugovora, bez razloga, slanjem pisane izjave o raskidu drugim Ugovornim stranama, sa raskidnim rokom od [uneti] dana od dana prijema te izjave od strane Ugovorne strane kojoj je izjava poslata.  Ugovorne strane su saglasne da u slučaju raskida ugovora krivicom jedne od Ugovornih strane, druge dve Ugovorne strane imaju pravo na naknadu štete.  Član 19.  Ugovorne strane su saglasne da, pored slučajeva navedenih u članu 18. ovog Ugovora, Ugovor prestaje da važi i ukoliko Sponzor ili Institucija domaćin prestanu da postoje u skladu sa zakonom.  Ugovorne strane su saglasne da, ukoliko usled Više sile bilo koja od Ugovornih strana bude sprečena da ispuni bilo koju od svojih ugovornih obaveza, i takvo stanje potraje duže od [uneti odgovarajući period] u kontinuitetu, Ugovor prestaje da važi istekom tog perioda, osim ukoliko se Ugovorne strane sporazumeju da Ugovor ostaje na snazi, a da se Ugovorna strana koja je pogođena dejstvom Više sile oslobađa izvršenja te svoje obaveze tokom trajanja Više sile, o kom sporazumu će Ugovorne strane zaključiti Aneks ovog Ugovora.  Član 20.  U slučaju prestanka važenja ovog Ugovora, bez obzira na razlog prestanka, svaka od Ugovornih strana je obavezna da drugim Ugovornim stranama, na njihov pisani zahtev, vrati ili uništi sve dokumente, pisane ili elektronske, kao i sve druge materijale prethodno dobijene od strane tih drugih Ugovornih strana, u kojima su Informacije sadržane, kao i da ne pravi kopije i da, ukoliko je primenljivo, uništi postojeće kopije svih takvih dokumenata i drugih materijala.  Član 21.  Odredbe odeljka IX i člana 20. Ugovora ostaju na snazi i po prestanku važenja Ugovora bez obzira na razlog prestanka.  **XIII Merodavno pravo i rešavanje sporova**  Član 22.  Ovaj Ugovor je sastavljen, tumačiće se i sprovešće se u skladu sa propisima Republike Srbije.  Ugovorne strane su saglasne da će sve sporove iz ovog Ugovora pokušati da reše sporazumno, a ukoliko to nije moguće, nadležan je sud u [uneti naziv suda i naziv grada njegovog sedišta].  **XIV Celina Ugovora i izmene i dopune Ugovora**  Član 23.  Ugovorne strane su saglasne da ovaj Ugovor, zajedno sa Prilozima 1, 2 i 3 koji predstavljaju njegove sastavne delove, predstavlja celokupan sporazum Ugovornih strana u vezi sa predmetom ovog Ugovora i da njegovim stupanjem na snagu prestaju da važe svi prethodno postignuti dogovori između Ugovornih strana, kako usmeni, tako i oni koji su sačinjeni u pisanom obliku, a koji se odnose na predmet ovog Ugovora.  Član 24.  Sve izmene i dopune ovog Ugovora moraju biti učinjene u pisanom obliku, u formi Aneksa ovog Ugovora, i potpisane od strane svih Ugovornih strana.  **XV Prelazne i završne odredbe**  Član 25.  Ugovorne strane su saglasne da će odredbe ovog Ugovora čuvati kao poslovnu tajnu, kao i da nijedna Ugovorna strana neće, bez prethodne pisane saglasnosti drugih Ugovornih strana, obelodaniti njihovu sadržinu.  Nijedna Ugovorna strana ne može da, u celini ili delimično, ustupi ili prenese na treće lice ovaj Ugovor ili prava i obaveze koje iz njega proističu, osim na osnovu prethodne pisane saglasnosti drugih Ugovornih strana.  Ugovorne strane su saglasne da nemaju pravo da, osim u cilju realizacije aktivnosti predviđenih ovim Ugovorom, na druge načine i u druge svrhe koriste ime i druge oznake identifikacije drugih Ugovornih strana.  Ukoliko je bilo koja odredba ovog Ugovora nevažeća, neprimenljiva ili neizvršiva, ili to postane, ista neće uticati na važenje, primenljivost i izvršivost ostalih odredaba, pri čemu će se takva odredba zameniti, u meri u kojoj je to dozvoljeno merodavnim pravom, pravno važećom, primenljivom i izvršivom odredbom koja je pravno i ekonomski najbliža gore navedenoj nevažećoj, neprimenljivoj ili neizvršivoj odredbi.  Član 26.  Ovaj Ugovor je sastavljen u dva (2) istovetna primerka na srpskom i engleskom jeziku, po jedan (1) za svaku Ugovornu stranu. U slučaju nesaglasnosti između srpske i engleske verzije, prevladaće [uneti] verzija Ugovora.  Za **Instituciju domaćina**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [uneti ime, prezime i funkciju njenog ovlašćenog predstavnika koji potpisuje ovaj Ugovor]  Za **Sponzora**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [uneti ime, prezime i funkciju njegovog ovlašćenog predstavnika koji potpisuje ovaj Ugovor]  **Stipendista**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [uneti njegovo/njeno ime i prezime]  PRILOG 1  **PROGRAM INDUSTRIJSKE STIPENDIJE**  PRILOG 2  **BUDŽET PROGRAMA**  PRILOG 3  **OBRASCI IZVEŠTAJA O REALIZACIJI PROGRAMA** | **MODEL**  **CONTRACT**  **ON IMPLEMENTATION OF INDUSTRY SCHOLARSHIP PROGRAM**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with registered seat in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_street no.\_\_\_\_\_, registration number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TIN\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (hereinafter: **Host Institution**),  and   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with registered seat in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_street, no.\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TIN\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (hereinafter: **Sponsor**)  and   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_street no.\_\_\_\_\_\_\_, Personal Identification Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (hereinafter: **Scholar**, jointly with the Host Institution and Sponsor referred to as: **Parties**)  Concluded  in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_\_\_ (*enter date*)  the following  **CONTRACT**  **ON IMPLEMENTATION OF INDUSTRY SCHOLARSHIP PROGRAM**  **I**  **Introductory provisions**  Art. 1.  The Parties agree on the following:    (1) Host Institution is an academic/research institution (*cross out unnecessary*) with considerable reputation, human and material resources, including technical knowledge and experience in the domain of [insert the domain];  (2) Sponsor is a company which has certain expertise and runs a successful business in the domain of [insert the domain];   1. Sponsor is interested in the transfer of knowledge, exchange of expertise and experience with the Host Institution by way of accepting the Scholar by the Host Institution and carrying out the activities referred to in the Industry Scholarship Program (hereinafter: **Program**), which is an integral part of this Contract as its Appendix 1; 2. Terms used in this Contract shall be interpreted in line with the definitions referred to in Art. 2. of this Contract.   **II Definitions**  Art. 2.  The Parties mutually agree that the following terms in this Contract shall have the following meaning:   |  |  | | --- | --- | | Research Mentor  Responsible Person | Person who is an employee of the Host Institution and who has adequate qualifications and know-how, and is obliged to control the Program's implementation and supervise the Scholar during the Program's implementation.  Person appointed by the Sponsor to supervise the Program's implementation and Scholar's work on performing the obligations covered by the Program. | | Intellectual Property Rights | Rights over the works of intellectual creativity including industrial property rights and copyright and related rights. | |  |  | | Information | Information which one Party provides to the other Party or which the Parties exchange on the basis and in accordance with provisions of this Contract, including but not limited to financial, economic, business, scientific, technical, technological, production data, studies, tests, research results, formulas, drawings, plans, projects, prototypes, codes, models, compilations, programs, methods, techniques, procedures, notifications or instructions of internal nature and similar, regardless of the manner and form in which they are kept or compiled and irrespective whether they are explicitly identified as a trade secret by the Party which discloses them.  As an example, without any limitation, the Information may be in the following forms: document, conversation, electronic form, information kept in physical parts, models, methodology, software, or material samples. | | Vis major  (Force Majeure) | Circumstances which a Party cannot reasonably control and/or prevent, including but not limited to a war, flood, severe breakdown, earthquake, etc. |     **III Subject of the Contract**  Art. 3.  The subject matter of this Contract is the implementation of the Program with the objective of knowledge transferring and expertise and experience exchange between the Host Institution and Sponsor, by way of accepting the Scholar by the Host Institution and carrying out the activities specified in the Program.  **IV Guarantee of the Parties**  Art. 4.  The Parties guarantee that they have all resources needed for the successful and efficient implementation of the Program, as well as that they will, for the sake of such implementation of the Program, in accordance with the provisions of this Contract, fulfil all conditions and undertake all measures reasonably needed for the respective goal's realization.  **V** **Period of the Program's Implementation**  Art. 5.  The Parties agree that the Program's implementation shall commence on the first working day following the day of this Contract's execution by all three Parties, and that it will last for [insert the appropriate term].  The Parties may agree to prolong the period of the Program's implementation referred to in paragraph 1 of this Article of the Agreement, in which case they will conclude Annex to this Contract.  **VI**  **Obligations of the Host Institution**  Art. 6.  The Host Institution has the following obligations:   1. To provide the site and fulfill related conditions for the Program's implementation, with exception of the conditions referred to in Article 7 of this Contract, including to enable the Scholar to access the relevant university materials, academic network and on-line services of the Host Institution; 2. To appoint the Research Mentor and to observe and control his work; 3. To ensure that the Research Mentor duly reviews and signs monthly reports, transitional and final report submitted by the Scholar, as well as to provide a written approval thereof along with the Responsible Person; 4. If, at any moment and for any reason, the Research Mentor is unable to continue carrying out his activities in line with this Contract, notifies the Sponsor of that circumstance without delay, in which case the Sponsor must agree with the Host Institution’s proposal regarding a new Research Mentor, which the Host Institution is obliged to submit within [insert the appropriate term] *(e.g., 30* *days)*. If for justified reasons for which the Sponsor is obliged to provide arguments, the proposed new Research Mentor is not acceptable for the Sponsor, the Sponsor can cancel this Contract, whereas the cancellation period is [insert the appropriate term] *(e.g., 30* *days)*. In such case, the Sponsor is obliged to ensure the completion of the Program for the Scholar in another host institution.   **VII Obligations of the Sponsor**  Art. 7.  The Sponsor has the following obligations:   1. To provide financial resources for the Program's implementation, including the Scholar's salary, his/her travel expenses, consumables for the research covered by the Program, monetary compensation for the Research Mentor, all in line with the Program's budget which is an integral part of this Contract as its Appendix 2; 2. To appoint the Responsible Person who will supervise the Program's realization and Scholar's work; 3. To provide all means and resources needed for performing those of the activities covered by the Program which shall be conducted, under supervision of the Research Mentor, in the Sponsor's premises, including but not limited to the site, equipment, technical and support staff and other conditions for performing the respective activities properly and efficiently;   **VIII** **Obligations of the Scholar**  Art. 8.  The Scholar has the following obligations:   1. To fulfil all obligations from the Program diligently and timely and act in accordance with instructions of the Research Mentor and Responsible Person; 2. To adhere to the work ethics and rules of conduct prescribed by the Host Institution; 3. To apply a conscientious approach to the property of the Host Institution and handle the equipment, instruments and software with care; 4. To protect confidentiality of the information on current research projects of the Host Institution, as well as of all other Information disclosed to him/her or which he/she finds out in the course of this Contract; 5. To adhere to all regulations pertaining to work safety and protection, as well as to all other applicable regulations.   Art. 9.  In addition to the obligations referred to in Article 8 of this Agreement, the Scholar is obliged, during the period of the Program's implementation referred to in Article 5 of this Agreement, to submit reports regarding the Program's implementation to the Research Mentor, as follows:   * Monthly reports, for each month in the course of the period of the Programs implementation – at the latest by 5th in the following month for the previous month; * One transitional report - midway through the implementation period of the Program; * One final report – at the latest within 15 days prior to the expiry of the period of the Program's implementation.   The reports referred to in paragraph 1 of this Article of the Contract are delivered in [insert] format, on the forms which represent an integral part of this Agreement as its Appendix 3.  **IX Confidentiality Obligation**  Art. 10.  The Parties are obliged to protect confidentiality of the Information and not to disclose them to any third party unless with prior written consent of the other Party/-ies.    All types of communication relating to this Contract, including without limitation phone, electronic communication, written business communication, are covered by the confidentiality obligation referred to in paragraph 1 of this Article of the Agreement.  The exception from the confidentiality obligation are the Information which, on the day of their reception by a Party, are already publicly available or known to that Party, or independently developed by that Party afterwards, or which that Party obtained from a third party which with regard to such Information does not have confidentiality obligation towards any of the Parties or towards any third party, or which a Party is obliged to disclose per order of a competent state authority, all to be proven by appropriate documents possessed by the respective Party.  The confidentiality obligation from this Article of the Agreement is effective during the whole time of this Agreement's validity and after its termination without any time limitation.  Art. 11.  The Host Institution is obliged to ensure that the confidentiality obligation referred to in Article 10 of this Agreement is respected by the Research Mentor, as well as by all other persons which are engaged in the Program's implementation irrespective of the fact whether the respective engagement is on the basis of an employment agreement or any other agreement, and to ensure that all such persons sign the confidentiality statement by which they are obliged to protect confidentiality in line with the provisions of this Contract.  Art. 12.  The Sponsor is obliged to ensure that the confidentiality obligation referred to in Article 10 of this Agreement is respected by the Responsible Person, as well by all other persons which are engaged by the Sponsor irrespective of the fact whether such engagement is on the basis of an employment agreement or any other agreement, and to ensure that all such persons sign the confidentiality statement by which they are obliged to protect confidentiality in line with provisions of this Contract.  Art. 13.  For any damage which occurs for one Party by the conduct of the other Party which is in contravention to the provisions of Articles 10, 11 or 12 of this Contract, that other Party is responsible, including both real damage and loss of profit.  The responsibility for a whole damage referred to in paragraph 1 of this Article of the Agreement also includes responsibility for any damage caused by the conduct of any persons engaged by that Party.  Art. 14.  The Parties agree that the Host Institution may publish the results of the Program that are not marked as a trade secret by the Sponsor, only upon obtaining written approval of the Sponsor.  **X Financing and manner or payment**  Art. 15.  The Sponsor is obliged to ensure all financial resources needed for the Program's implementation in accordance with the provisions of Article 7 of this Contract and budget referred to in Appendix 2 to the Contract.  The salary and travel expenses of the Scholar shall be paid [insert the payment's manner and dynamics].  The monetary remuneration for the Research Mentor shall be paid [insert the payment's manner and dynamics].  Other resources prescribed by the provisions of Article 7 of this Contract and budget from Appendix 2 to the Contract, shall be paid [insert the payment's manner and dynamics].  **XI Intellectual Property**  Art. 16.  The Parties agree that all Intellectual Property Rights acquired by the Host Institution or Sponsor up to the date of entering into this Contract, i.e. up to the date of the Program implementation's commencement, shall remain the exclusive rights of a particular Party.  The Parties agree that the rights over the works of intellectual creativity made or developed, if any, pursuant to or in relation to this Agreement's realization and the Program's implementation, shall be regulated subsequently in a written form, by entering into Annex to this Contract.  **XII Duration and Termination of the Contract**  Art. 17.  This Contract enters into force on the date of its signing by all the Parties and remains in full force and effect for [insert the relevant period] from the date of its signing (hereinafter: Validity Term).  The Parties can agree to prolong the Validity Term by concluding Annex to this Contract at the latest [insert] days before the Validity Term's expiration.  Art 18.  Each Party may terminate this Agreement unilaterally, if any of other Parties fails to meet or grossly neglects any of its contractual obligations, by sending a written termination notice to that other Party, whereas the Contract shall be considered terminated upon expiry of the term of [insert] days from the day of the respective notice's receipt by the Party to which the notice was sent, unless that particular Party fulfils in that addition term its contractual obligation or cures previously committed breach of the Contract.    Each Party may terminate this Agreement unilaterally, without cause, by sending a written termination notice to the other Parties, with termination term of [insert] days from the date of the respective notice's receipt by the Party to which the notice was sent.  The Parties agree that, in the case of the Contract's termination by one of the Parties' fault, the other two Parties are entitled to damage remuneration.  Art. 19.  The Parties agree that, in addition to the cases referred to in Article 18 of this Contract, the Contract shall also be terminated in the case of dissolution of the Sponsor or Host Institution in line with the law.  The Parties agree that, if due to Force Majeure any of the Parties is prevented from fulfillment any of its contractual obligations and if such situation lasts more than [insert the appropriate period] in continuity, the Contract shall cease to be valid upon expiry of the respective term, unless if the Parties agree that the Contract remains valid, while the Party affected by Force Majeure shall be relieved from the respective obligation's fulfilment in the course of Force Majeure, which agreement shall be subject to Annex to this Contract concluded by the Parties.  Art. 20.  In the case of the Contract's termination, irrespective of the termination cause, each of the Parties is obliged to return to the other Parties or to destroy, upon their written request, all documents, written or electronic, and other materials previously received by such other Parties in which the Information is contained, as well as not to make copies and, if applicable, to destroy all existing copies of all such documents and other materials.  Art 21.  The provisions of Section IX and Article 20 of the Contract remain in full force and effect after the Contract's termination irrespective of the termination cause.  **XIII Governing Law and Dispute Resolution**  Art. 22.  This Contract has been drawn up and shall be interpreted and implemented in line with the regulations of the Republic of Serbia.  The Parties agree that they will try to resolve amicably all disputes which may arise out of this Agreement, but if that would not be possible, the court in [insert the name of the court and name of the town where it is seated] will have the jurisdiction.  **XIV Entirety of the Contract and Changes and Amendments to the Contract**  Art. 23.  The Parties agree that this Contract, along with Appendices 1, 2 and 3 which represent its integral parts, is the entire understanding of the Parties regarding the subject matter of this Contract, and that by its entry into force all verbal or written agreements previously made between the Parties, if any, which relate to the subject matter of this Contract, shall cease to be valid.  Art 24.  Any changes and amendments to this Contract must be made in writing, in a form of this Contract's Annex, and signed by all the Parties.  **XV Transitory and closing provisions**  Art. 25.  The Parties agree that they will treat the provisions of this Contract as a business secret, and that none of them will, without prior written consent of the other Parties, reveal their content.  Neither of the Parties may, in whole or partially, assign nor transfer this Contract or rights and obligations stemming from this Contract, to a third party, except upon prior written consent of the other Parties.  The Parties agree that, unless for the sake of realization of the activities governed by this Contract, they are not authorized to use in other ways and for other purposes, the name and other identifications markings of the other Parties.  If any provision of this Contract is or becomes invalid, ineffective or unenforceable, it will not affect the validity, effectiveness and enforceability of the remaining provisions, whereas such provision shall be replaced, to the extent permissible by applicable law, by such valid, effective and enforceable provision which is legally and economically closest to such invalid, ineffective or unenforceable provision.  Art 26.  This Contract is made in the Serbian and English language, in two (2) identical counterparts, one (1) for each of the Parties. In the case of any discrepancy between the Serbian and English version, the [insert] version of the Contract shall prevail.  For the **Host Institution**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [insert full name and title of its authorized representative who signs this Agreement]  For the **Sponsor**    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [insert full name and title of its authorized representative who signs this Agreement]    **Scholar**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [insert his/her full name]  APPENDIX 1  **PROGRAM OF THE INDUSTRIAL SCHOLARSHIP**  APPENDIX 2  **BUDGET OF THE PROGRAM**  APPENDIX 3  **FORMS OF THE REPORTS ON THE PROGRAM'S REALIZATION** |