

АКАДЕМИЈА ТЕХНИЧКО-ВАСПИТАЧКИХ
СТРУКОВНИХ СТУДИЈА
Бр. 01-5/131
04. 12. 20 24 год.
НИШ

Друштво за производство, трговија и услуги
КОМФОНЕТ ДОО
Бр. 03-02/19
04. 12 20024 год.
ИЛИНДЕН

The Academy of Applied Technical and Preschool Studies located in Beogradska 18, 18000 Niš, the Republic of Serbia, VAT: 111700788, represented by Dušan Radosavljević, Ph.D., the President of the Academy, (hereinafter **ATVSS**)

and

Komfonet DOO Skopje, Ilinden 8/69 Skopje, North Macedonia, VAT: MK4030005585423 represented by Velče Simjanoski, Director (hereinafter **the Company**)

AGREEMENT OF COOPERATION

on practical Erasmus+ projects

PREAMBLE

The Company is an expert in the field of electronic and telecommunication equipment. Main activities are computer and network equipment rental and leasing. In addition, they are also involved in the installation and configuration of equipment, testing and commissioning of equipment, as well as equipment maintenance.

This agreement defines the principles of long-term collaboration between the Company and the ATVSS on practical projects of mutual interest.

PRINCIPLES OF COOPERATION

Article 1

This Agreement has a framework character. Cooperation within each area of common interest will be carried out within the frameworks of individual projects that include separate sets of tasks and obligations of the Agreement parties.

Each individual project will be separately defined with special Annex to this Agreement.

Starting point for each separate project will be project or programming task verified by the ATVSS and the Institute, which will also be a mandatory part of each Annex to this Agreement.

OBJECT OF COOPERATION

Article 2

The Company and ATVSS express their intention to cooperate in all areas of common interest, particularly in:

- R&D projects and expertise with the aim of improving the technical and technological solutions in ATVSS and the Company;
- Improvement of ATVSS students' skills through specialized practice;
- Education of the Company employees through specialized seminars, workshops, lectures, vocational studies, specialist postgraduate studies, etc.;
- Professional and practical training of students from the ATVSS through internships, workshops, vocational lectures, etc.

COORDINATION OF COOPERATION

Article 3

Regarding the effective implementation of this Agreement and the development of cooperation, each agreement party will appoint a contact person responsible for the operational implementation of the Agreement and shall notify the other agreement party. Contact persons will be appointed within signing the Agreement and whenever one of the parties changes the contact person.

In the Annex to this Agreement, which should be signed for each separate project, the agreement parties will define the persons responsible for operational coordination, realization and implementation of each project task.

INFORMATION AND PROTECTION OF INTELLECTUAL PROPERTY

Article 4

Agreement parties are committed to protect the intellectual property of the other party and will not enter into agreement contracts that could cause damage or jeopardize the intellectual property or 'know-how' of the other side, and will not, without the prior written consent, publish, cite or transmit information containing intellectual property or 'know-how' of the other side.

Contractual parties accept the obligation of mutual informing on all developments and events that are important for mutual cooperation.

Contractual parties shall at least once a year organize a joint meeting for the purpose of reporting in order to analyse the effectiveness of mutual cooperation under this Agreement and examine the possibility of its improvement.

EXCLUSIVITY AND INCLUSION OF THIRD PARTIES

Article 5

Cooperation under this Agreement is the result of mutual interest. It basically does not constitute exclusivity, but the individual Annexes to the Agreement may specify an exclusive relationship, and only for the specific job or task precisely defined with separate Annex to this agreement.

In some cases when there are justified reasons in individual projects, agreement parties may involve third parties, by mutual agreement. Obligations and rights of third parties involved in the projects must be precisely defined in the Annex to this Agreement.

DURATION AND TERMINATION OF THE AGREEMENT

Article 6

The desire of both parties is to have a long-term cooperation, and, in that manner, agreement is concluded for an indefinite period of time. Each party may terminate this Agreement at any time and without explanation exclusively with written notice to the other party at least 30 days prior to termination.

In case of termination of this Agreement, the parties are not releasing the rights and obligations agreed in the Annexes to this Agreement.

Due to failure to meet contractual obligations by the Annexes to this Agreement, the other damaged contractual party is entitled to demand the fulfilment of obligations and damages.

Contractual parties shall endeavour to resolve all potential problems peacefully, and only in case of extreme necessity will seek the verdict of the competent court in Niš.

FINAL CONDITIONS

Article 7

This Agreement can be modified only in written form, according to the will of both contractual parties.

All Annexes to this Agreement must be accepted by both contracting parties and authenticated with signatures of authorized representatives of both parties.

Article 8

The Agreement has been made in four (4) identical copies; each contractual party receives two (2) copies.

The Agreement shall take effect upon the signature of authorized representatives of both contractual parties.

**The Academy of Applied
Technical and Preschool Studies**

President of the Academy

Dušan Radošavljević, Ph.D.

In Niš, December 4th 2024

Komfonet DOO Skopje

Director

Velče Simjanoski

In Skopje, December 4th 2024