

The Academy of Applied Technical and Preschool Studies situated in Beogradska 18, Niš, the Republic of Serbia, VAT: 111700788, represented by Dušan Radosavljević, Ph.D., The Executive President of the Academy (in following text **AATPS**)

and

University of Rijeka, Faculty of Engineering, Vukovarska 58, 51000 Rijeka, Croatia, OIB 46319717480 represented by Prof. Lado Kranjčević, Ph.D., Dean of the Faculty (in following text **Faculty of Engineering**)

AGREEMENT OF COOPERATION

on scientific, research and development and educational projects

PREAMBLE

Faculty of Engineering is an institution and constituent of the University of Rijeka. Faculty of Engineering organizes and conducts undergraduate university study, graduate university, and undergraduate vocational study and Ph.D. study in the field of Engineering. Faculty of Engineering conducts scientific, research and development projects in several scientific and technical fields (mechanical engineering, electrical engineering, naval engineering and computer science).

This agreement defines the principles of long-term collaboration between the Faculty of Engineering and the AATPS on research, development and education projects of mutual interests.

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 AATPS and the Faculty of Engineering, which will also be a mandatory part of each Annex to this Agreement.

OBJECT OF COOPERATION

Article 2.

Faculty of Engineering and the AATPS express their intention to cooperate on all areas of common interest, particularly to:

- R&D projects and expertise with the aim of improving the technical and technological solutions in the AATPS in areas of Faculty of Engineering competences;
- Application and implementation of joint research and development projects to domestic and international sources of financing;
- Education of the AATPS employees through specialized seminars, workshops, lectures, vocational and university studies, specialist postgraduate studies, PhD studies, etc.;

- Professional and practical training of students from the Faculty of Engineering through internships, workshops, vocational lectures, etc.

COORDINATION OF COOPERATION

Article 3.

Regarding to the effective implementation of this Agreement and the development of mutual 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.

Agreement parties will, in the Annex to this Agreement, which should be signed for each separate project, 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 to 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, but 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 long-term cooperation and, on that basis, agreement is concluded for an indefinite period. 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 the event of termination of these Agreement 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 Rijeka.

FINAL CONDITIONS

Article 7.

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

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

Article 8.

Agreement has been made in four (4) identical copies; each contractual party maintains two (2) copies. The Agreement shall enter into force upon signature of authorized representatives of both contracting parties.

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

**University of Rijeka,
Faculty of Engineering**

The Executive President of the Academy



Dušan Radosavljević. Ph.D.

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Prof. Lado Kranjčević, Ph.D.

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