



## COOPERATION AGREEMENT

between

**the University of Rijeka, represented by Prof. Dr. Snježana Prijić Samaržija, Rector**  
**the University of "Ss. Cyril and Methodius", represented by Prof. Dr. Nikola Jankulovski, Rector**

In order to promote international understanding and to enhance educational and research opportunities for its students and staff, the University of Rijeka, Trg braće Mažuranića 10, 51000 Rijeka, Croatia, and the University of "Ss. Cyril and Methodius", Bul. Goce Delcev, br.9, 1000, Skopje, North Macedonia.

have signed this Agreement with the following provisions:

### 1. Subject of the Agreement

The common purpose of this Agreement is to promote cooperation between the University of Rijeka and the University of "Ss. Cyril and Methodius" in Skopje.

### 2. Main areas of Cooperation

- 2.1.** The two Universities agree and shall endeavour to establish general cooperation in the following activities:
- Exchange of staff and students;
  - Organization of joint research activities/projects in the field of sustainable urban development and/or other;
  - establishing a Center for Advanced Studies at the University "Ss. Cyril and Methodius" in Skopje as a partner of CAS SEE Network of the University of Rijeka to coordinate Macedonian universities in the Network;
  - Organization of joint conferences, seminars, workshops, symposia, etc. in Palace Moise, Cres, Croatia or other appropriate venues;
  - Exchange of publications, materials and information for scientific, academic, educational and informational purposes;
  - Exploration of opportunities for joint project applications (in bilateral or multilateral funding schemes);
  - Exchange of experiences strengthening doctoral studies which promote principles of Open Science;
  - Collaboration in the field of Ph.D. studies.
- 2.2.** For the implementation of each cooperation activity, the Universities shall draw up a written work programme describing the forms, means and respective responsibilities, which shall then be the subject of a specific agreement signed by their representatives, to be implemented by the Universities concerned, in particular as regards exchanges of students and staff and intellectual property in research.
- 2.3.** Cooperation may also cover other areas agreed by the Universities. The Universities may supplement the detailed provisions on cooperation by written annexes to this Agreement.

### **3. Procedure of interaction between the Universities**

- 3.1.** In order to implement the cooperation, the Universities shall undertake the following obligations on the basis of equality and mutual benefit:
- Each University shall perform its obligations under this Agreement and annexes thereto properly, professionally, on time, and always respecting the interests of other Universities;
  - Each University shall be independently responsible for the performance of its part of the joint work;
  - Each of the Universities shall have the right, for the purposes of this Agreement, to enter into other arrangements necessary for performance of its obligations under this Agreement and shall remain liable for the work of third parties it engages.
- 3.2.** The Universities undertake to seek reciprocity in exchanges on a quantitative and qualitative level.
- 3.3.** The Universities shall ensure the confidentiality of information relating to the subject matter of this Agreement, the results obtained and the data necessary for the performance of the obligations assumed under this Agreement.
- 3.4.** The Universities undertake to create all the necessary conditions for the realisation of this Agreement and to take measures to implement the arrangements reached thereunder.

### **4. Contacts**

- 4.1.** Universities appoint their respective Representative to coordinate activities under this Agreement:
- University of Rijeka: Executive Director of the Centre for Advanced studies South East Europe (CAS SEE), Prof. Dr. Sanja Bojanić (sanja.bojanic@uniri.hr);
  - University of "Ss. Cyril and Methodius": Dean of the Faculty of Architecture, University "Ss. Cyril and Methodius" in Skopje - Prof. Dr. Ognen Marina (ognen.marina@arh.ukim.edu.mk)
- 4.2.** All notices to be given under this Agreement shall be in writing and addressed to the addresses and recipients set forth above.
- 4.3.** Where formal notice, consent or approval is required by this Agreement, such notice shall be signed by an authorised representative of a University and either delivered personally or sent by certified mail, return receipt requested.
- 4.4.** Other notices between the Universities may be given by other means, such as email with acknowledgement of receipt, which shall satisfy the conditions of being in writing.
- 4.5.** Any change of persons or contact details shall be notified without delay.

### **5. Financial Arrangements**

- 5.1.** The Universities agree that all specific and financial arrangements must be negotiated and are subject to the availability of funds.
- 5.2.** The Universities undertake to obtain financial support from national and international organizations for the activities and exchanges to be carried out under this Agreement.
- 5.3.** Neither University shall incur any financial obligation under this Agreement. Each University agrees to work to facilitate funding mechanisms and any financial commitments will be annexed to this agreement.

### **6. Results of intellectual activity**

- 6.1.** Results of intellectual activity (RIA) obtained by either University prior to the entry into force of this Agreement or independently outside the scope of this Agreement shall belong to the University that obtained such results.

- 6.2. Ownership of protected rights created and/or resulting from intellectual activity under this Agreement and in the performance of the joint work under this Agreement shall be governed by a specific agreement setting forth, among other things, each cooperative activity and the corresponding RIA.
- 6.3. The Universities shall assist each other in protecting their intellectual property rights and in protecting themselves from unfair competition by third parties.
- 6.4. Exploratory and applied research shall be carried out in accordance with independent agreements between the Universities governing the terms and conditions for the conduct of the said research.

#### **7. Non-disclosure of information**

- 7.1. All information disclosed by one Party (the "Disclosing Party") to another Party (the "Recipient") in connection with this Agreement that is expressly marked "Confidential" at the time of disclosure or, if disclosed orally, confirmed and designated as "Confidential Information" in writing by the Disclosing Party no later than 15 calendar days after the oral disclosure, shall be "Confidential Information" in whatever form or manner.
- 7.2. The foregoing shall not apply to the disclosure or use of Confidential Information if and to the extent that the recipient can demonstrate that:
  - the Confidential Information has become or is becoming publicly available otherwise than as a result of a breach of the Recipient's confidentiality obligations;
  - the Disclosing Party subsequently notifies the recipient that the Confidential Information is no longer confidential;
  - the Confidential Information is disclosed to the Recipient without an obligation of confidentiality by a third party who, to the best of the Recipient's knowledge, is lawfully in possession of it and is under no obligation of confidentiality to the Disclosing Party;
  - the disclosure or communication of the Confidential Information is envisaged under the terms of the Agreement;
  - the Confidential Information was at any time developed by the Recipient wholly independently of such disclosure by the Disclosing Party;
  - the Confidential Information was already known to the Recipient prior to such disclosure;or
  - the Recipient is required to disclose the Confidential Information to comply with an applicable law or regulation or a court or governmental order.
- 7.3. Each University shall promptly notify the other Universities in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information upon becoming aware of such unauthorised disclosure, misappropriation or misuse.
- 7.4. If a University determines that it must or is likely to disclose Confidential Information in order to comply with any applicable law or regulation or any court or administrative order, it shall, to the extent it is legally able to do so, prior to such disclosure
  - notify the Disclosing Party; and
  - comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

#### **8. Legal provisions**

- 8.1. Nothing in this Agreement shall be construed as requiring any University to violate any mandatory provision of law under which such Universities is operating.
- 8.2. This Agreement shall be construed in accordance with and governed by the laws of Austria, excluding its conflict of law provisions. The Universities shall endeavour to resolve their disputes amicably, by Rectors of the Universities.
- 8.3. Nothing in this Agreement shall be constructed as requiring either University to breach any mandatory provision of law applicable to that University.

### 9. Final Provisions

- 9.1. This Agreement is written in the English language, which shall govern all documents, communications, meetings and proceedings relating to this Agreement.
- 9.2. This Agreement shall be effective for a period of 5 years from the date of its signing by the Universities.
- 9.3. This Agreement may be terminated by either University by written notice. Written notice must be received by the other Universities no later than three months prior to the intended termination date. Termination shall not cancel or affect in any way arrangements or agreements existing between the Universities under the Agreement.
- 9.4. Amendments and additions to this Agreement shall only be valid if they are set out in a written annex and signed by the Universities.
- 9.5. This Agreement is executed in two (2) copies in the English language, each of which shall be identical in content and have the same legal effect.

### 10. Legal addresses and signatures of the Parties

On behalf of the  
University  
of Rijeka



Prof. Dr. Snježana Prijić Samaržija  
Rector

On behalf of the  
University  
of "Ss. Cyril and Methodius" in Skopje



Prof. Dr. Nikola Jankulovski  
Rector