

K oznámeniu č. 166/2011 Z. z.

**AGREEMENT
CONCERNING
THE CENTRAL EUROPEAN EXCHANGE PROGRAMME FOR UNIVERSITY STUDIES
("CEEPUS III")**

The Contracting Parties, wishing to promote cooperation in the field of higher education within the framework of the Central European Exchange Programme for University Studies hereinafter referred to as "CEEPUS III",

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 Freemover scholarships referred to in Article 2 paragraph 6, be accomplished in the framework of networks of the Central European Exchange Programme for University Studies as defined in this Agreement.

3) CEEPUS III scholarships are comprehensive grants which shall cover the cost of living, 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 III scholarships shall be commensurate with the cost of living in the respective host country and inflation-adjusted.

4) There shall be no transfer of funds among Contracting Parties under this Agreement. CEEPUS III scholarships shall therefore, with the exception of travel expenses, be financed by the host country. Travel expenses shall, where applicable, be financed by the country of origin. Host countries and participating universities are encouraged to provide additional voluntary funding for CEEPUS III scholarships.

5) In accordance with this Agreement and the rules of procedure adopted by the Joint Committee of Ministers, Contracting Parties shall announce the scholarship months for cooperation (the internal "CEEPUS currency") for each following academic year in annual intervals. The minimum CEEPUS currency amount shall be 100 scholarship months.

6) CEEPUS III scholarships shall be used for mobility purposes only and 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.

7) CEEPUS III scholarship months which have not been consumed may be used for coordination meetings of the CEEPUS III networks, where applicable.

Article 2

1) For the purposes of this Agreement the term "University" means an institution providing higher education which is recognized by the competent 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 III actions once a year.

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.

3) Students registered at universities, regardless of their field of study, shall be eligible for CEEPUS III scholarships, up to and including the doctoral level, provided that the period of study, training or placement is performed at a host university or a host institution in accordance with the present Agreement, where applicable, and is compatible with the curriculum of the home university of the respective student and forms part of his or her university studies.

4) Scholarships shall also be granted to students for practical training or placements at a commercial enterprise, research facility, governmental institution or another organisation in the host country, where applicable, provided that a comprehensive proposal is made by the applicant.

5) Furthermore, the CEEPUS III programme shall support the mobility of faculty members, i. e. the teaching, research and/or artistic staff of a given higher education institution, by granting CEEPUS III scholarships in order to promote transnational inter-university cooperation and to enhance the Central European dimension of university curricula.

6) Scholarships may also be granted to students enrolled at a university outside a CEEPUS III network and to faculty members of universities outside a CEEPUS III network ("Freemovers"), provided that special arrangements for studying or teaching and supervising at such a university exist.

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. The Joint Committee shall adopt a work programme for the CEEPUS III cooperation.

2) The Joint Committee shall meet as deemed necessary. It shall adopt its own rules of procedure and shall elect one of its members as Chairperson. 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 agreement by consensus regarding all decisions. If all efforts at consensus have been exhausted, and no consensus reached, decisions shall as a last resort be adopted by a two-thirds majority vote of the members of the Joint Committee present and voting.

4) The Joint Committee shall unanimously adopt decisions on the total amount of CEEPUS III scholarship months based on the announcement made in accordance with Article 1 paragraph 5.

Article 4

1) Decisions concerning the procedure for the selection of CEEPUS III 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:

- Advertising the cooperation and informing on all its aspects, especially on Joint Degrees, in close cooperation with the Central CEEPUS Office and the other National CEEPUS Offices;
- Receiving and formally evaluating applications;
- Preparations for awarding scholarships to applicants;
- Providing scholarships when a place of study has been secured;
- Awarding scholarships as described in the work programme;
- Organizing payments in connection with a scholarship;
- Receiving reports;
- Conducting a national evaluation of the cooperation and contributing to the overall evaluation of the cooperation, where applicable;
- Reporting annually on the national implementation of the cooperation.

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) 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 Secretary General of the Central CEEPUS Office 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 his/her term by unanimous decision of the Joint Committee.

3) The infrastructure required for the fulfilment of the functions of the Central CEEPUS Office, 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 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 the cooperation.

6) The Central CEEPUS Office shall have a coordinating and evaluating function and Contracting Parties shall retain full power and control over their respective national budgets for the cooperation.

- 7) The Central CEEPUS Office shall in particular:
- Notify the Joint Committee at its next meeting of decisions taken by the Secretary General intersessionally between meetings of the Joint Committee on urgent technical and administrative matters;
 - Prepare an annual progress report and undertake the overall evaluation of the implementation of this Agreement;
 - Submit proposals for further development of the cooperation;
 - Prepare and organise the meetings of the Joint Committee and the working groups and produce minutes of these meetings;
 - Support the implementation of decisions adopted by the Joint Committee;
 - Develop a joint public relations strategy for the cooperation and advise the Contracting Parties on information policies;
 - 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 III scholarship.

2) The Contracting Parties shall take appropriate measures in accordance with their national laws in order to eliminate administrative and financial obstacles to 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 entry into force. Such a review shall be based on an overall evaluation of the cooperation.

Article 8

1) Any dispute between Contracting Parties, or between 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 parties to the dispute. 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 cannot be settled by the Joint Committee, any party to the dispute may submit the dispute to 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 Contracting Parties of the CEEPUS II 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 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 enter into force on May 1, 2011 for Signatory States having deposited their instrument of approval. If less than three instruments of approval have been deposited by that date, the Agreement enters into force 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 the entry into force of this Agreement according to Article 10 paragraph 1, this Agreement shall enter into force on the first day of the month following the day on which the instrument of approval has been deposited.

3) This Agreement is renewed automatically for a further period of seven years unless the Joint Committee unanimously decides otherwise. For Contracting Parties that have to submit the renewal of this Agreement to their respective national procedures, the renewal shall enter into force on the first day of the month following the date of notification of the completion of the internal procedures for the renewal to the Depositary.

4) Each Contracting Party may at any time propose a revision to 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 to 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 II 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 instruments of accession received.

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 entry into force shall participate in CEEPUS III 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.

This shall not affect the networks, actions and activities commenced on the basis of this Agreement before the withdrawal has become effective.

Done at Budva, Montenegro, on March 25, 2010 in one original in the English language.

(Signatory States)