

Z A K O N

O POTVRĐIVANJU SPORAZUMA O UČEŠĆU U SREDNJOEVROPSKOM PROGRAMU UNIVERZITETSKE RAZMENE („CEEPUS III”)

Član 1.

Potvrđuje se Sporazum o učešću u Srednjoevropskom programu univerzitetske razmene („CEEPUS III”), potpisan 25. marta 2010. godine u Budvi, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma o učešću u Srednjoevropskom programu univerzitetske razmene („CEEPUS III”), u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

**Agreement
concerning the**

**Central European
Exchange Programme
for University Studies**

("CEEPUS III")

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) The 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 Depository of this Agreement.

3) The Depository shall inform all Contracting Parties of notifications and instruments of approval received.

4) The original of this Agreement shall be deposited with the Depository.

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 Depository.

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 Depository. 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 Depository in writing. The Depository 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 Depository 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.

For the the Republic of Albania..... ^{28.7.2015} ~~Imet~~ ^{Talantini} ~~CONF.~~ ^{ad.ref.}

For the the Republic of Austria..... *Beatrix Paul*

For the the Republic of Bulgaria..... *Estimona*

For Bosnia and Herzegovina..... *Alib*

For the Republic of Croatia..... *Frutis*

For the Czech Republic..... *Murkus*

For the Republic of Hungary..... *Lyzi*

For the Republic of Macedonia..... *[Signature]* ^{22.4.2010} ~~ad.ref.~~

For Montenegro..... *[Signature]*

For the Republic of Poland..... *Mirko András*

For Romania.....

For the Republic of Serbia..... *Stevan Janković ad.ref.*

For the Slovak Republic..... *Jozef Hubal*

For the Republic of Slovenia..... *[Signature]*

Srednjoevropski program univerzitetske razmene

(„CEEPUS III“)

Ugovorne strane ovog Sporazuma, u želji da promovišu saradnju u oblasti visokog obrazovanja u okviru Srednjoevropskog programa univerzitetske razmene (u nastavku: „CEEPUS III“),

sporazumele su se o sledećem:

Član 1

1) Saradnja Ugovornih strana u oblasti visokog obrazovanja i istraživanja u ovoj oblasti, a naročito međuuniverzitetska saradnja i mobilnost, promovisaće se u skladu sa ovim Sporazumom.

2) Saradnja iz stava 1, uz izuzetak Vanmrežnih (Freemover) stipendija iz člana 2. stav 6. ovog Sporazuma, sprovodiće se u okviru mreža Srednjoevropskog programa univerzitetske razmene na način definisan ovim Sporazumom.

3) CEEPUS III stipendije predstavljaju sveobuhvatna bespovratna sredstva koja pokrivaju troškove života, troškove laboratorijskih pregleda u skladu sa važećom praksom u državi domaćinu, gde je to primenjivo, kao i smeštaj i osnovno zdravstveno osiguranje, gde je to primenjivo, tokom boravka u državi domaćinu. CEEPUS III stipendije biće u saglasnosti sa troškovima života u odgovarajućoj državi domaćinu i biće usklađene sa inflacijom.

4) Neće biti nikakvog prenosa novčanih sredstava između Ugovornih strana u okviru ovog Sporazuma. CEEPUS III stipendije će stoga, uz izuzetak putnih troškova, finansirati država domaćin. Putni troškovi će, gde je to primenjivo, biti finansirani od strane države porekla. Države domaćini i univerziteti koji učestvuju u programu pozivaju se da dobrovoljno obezbede dodatno finansiranje za stipendije CEEPUS III.

5) U skladu sa ovim Sporazumom i proceduralnim pravilima koje usvaja Zajednički odbor ministara, Ugovorne strane će najavljivati broj stipendijskih meseci u kojima će se odvijati saradnja (što predstavlja internu „valu CEEPUS programa“), i to jednom godišnje za svaku narednu akademsku godinu. Minimalan iznos valute CEEPUS programa biće 100 stipendijskih meseci.

6) CEEPUS III stipendije će se koristiti isključivo u svrhe mobilnosti i neće obuhvatati režijske troškove, kao ni izdatke vezane za organizacione, odnosno administrativne aktivnosti. Ugovorne strane i univerziteti koji učestvuju u programu pozivaju se da dobrovoljno obezbede dodatno finansiranje za pokrivanje ovih troškova, odnosno izdataka.

7) CEEPUS III stipendijski meseci koji se ne iskoriste mogu se iskoristiti za koordinacione sastanke CEEPUS III mreža, ukoliko postoji takva potreba.

Član 2

1) U ovom Sporazumu termin „Univerzitet“ označava visokoškolsku instituciju koja je priznata od strane nadležnog organa Ugovorne strane kao institucija koja pripada sistemu visokog obrazovanja. Svaka Ugovorna strana će jednom godišnje dostaviti spisak univerziteta koji imaju pravo učešća u programu CEEPUS III.

2) U ovom Sporazumu termin „akademska godina“ označava period od 1. septembra jedne godine do 31. avgusta naredne godine.

3) Studenti koji su upisani na univerzitet, bez obzira na oblast studija, imaće pravo korišćenja CEEPUS III stipendija, zaključno do nivoa doktorata, pod uslovom da se period studija, obuke, odnosno prakse odvija na univerzitetu domaćinu ili instituciji domaćinu u skladu sa ovim Sporazumom, gde je to primenjivo, i da je kompatibilan sa nastavnim programom univerziteta porekla konkretnog studenta, te da čini sastavni deo njegovih / njenih univerzitetskih studija.

4) Stipendije će se takođe dodeljivati studentima za programe praktične obuke, odnosno za obavljanje praktičnog rada u privrednim društvima, istraživačkim centrima, državnim ustanovama ili drugim organizacijama u državi domaćinu, gde je to primenjivo, ukoliko podnosilac prijave dostavi odgovarajući detaljno obrazloženi predlog.

5) Takođe, CEEPUS III program će podržavati mobilnost članova akademskog osoblja, tj. nastavnika, istraživača i/ili umetničkog osoblja odgovarajuće visokoškolske institucije, dodeljivanjem CEEPUS III stipendija, u cilju unapređenja transnacionalne međuuniverzitetske saradnje i jačanja srednjeevropske dimenzije u nastavnim planovima i programima na univerzitetima.

6) Stipendije se takođe mogu dodeliti studentima koji pohađaju univerzitet izvan CEEPUS III mreže i članovima akademskog osoblja univerziteta izvan CEEPUS III mreže („Vanmrežne mobilnosti” - eng. „Freemovers”), pod uslovom da postoje posebni sporazumi za studiranje, odnosno za obavljanje nastavnog i mentorskog rada na takvim univerzitetima.

Član 3

1) Ovim se osniva Zajednički odbor ministara (u nastavku „Zajednički odbor”), u čiji sastav ulazi po jedan predstavnik svake Ugovorne strane. Zajednički odbor će biti odgovoran za sve mere i odluke koje su potrebne da bi se obezbedilo sprovođenje ovog Sporazuma, uključujući i odobravanje evaluacionih izveštaja. Zajednički odbor će usvojiti radni program za saradnju u okviru programa CEEPUS III.

2) Zajednički odbor će se sastajati po potrebi. Usvojiće sopstvena pravila rada i odabraće jednog člana za predsedavajućeg. Zajednički odbor može da osniva radne grupe koje su potrebne za sprovođenje ovog Sporazuma i da odlučuje o njihovom sastavu.

3) Zajednički odbor će nastojati da sve odluke donosi konsenzusom. Ukoliko se iscrpe sve mogućnosti za postizanje konsenzusa a isti ipak ne bude postignut, odluke će se izuzetno usvajati na bazi dvotrećinske većine glasova prisutnih članova Zajedničkog odbora koji su učestvovali u glasanju.

4) Zajednički odbor će jednoglasno usvojiti odluke o ukupnom broju CEEPUS III stipendijskih meseci na osnovu najave učinjene u skladu sa članom 1 stav 5 ovog Sporazuma.

Član 4

1) Odluke u vezi sa postupkom izbora CEEPUS III mreža donosiće radna grupa Zajedničkog odbora.

2) Svaka Ugovorna strana će uspostaviti Nacionalnu komisiju sastavljenu od članova akademske zajednice, odnosno drugih stručnjaka koji će pomagati u procesu izbora pomenutog u stavu 1.

3) Svaka Ugovorna strana će uspostaviti Nacionalnu CEEPUS kancelariju koja će imati sledeće odgovornosti:

- Promocija saradnje i informisanje o svim njenim aspektima, naročito o Zajedničkim programima, u neposrednoj saradnji sa Centralnom CEEPUS kancelarijom i drugim Nacionalnim CEEPUS kancelarijama;
- Prijem i formalna evaluacija prijava;
- Pripremne aktivnosti za dodelu stipendija podnosiocima prijava;
- Obezbeđivanje stipendija kada se obezbedi mesto studija;
- Dodela stipendija na način opisan u radnom programu;
- Organizacija isplata u vezi sa stipendijama;
- Prijem izveštaja;
- Sprovođenje nacionalne evaluacije saradnje i pružanje podrške u sprovođenju sveobuhvatne evaluacije saradnje, ukoliko postoji takva potreba;
- Podnošenje godišnjih izveštaja o sprovođenju saradnje na nacionalnom nivou;

4) Ugovorne strane će obavestiti Centralnu CEEPUS kancelariju o osnivanju svojih nacionalnih CEEPUS kancelarija.

5) Nacionalna CEEPUS kancelarija će učestvovati na sastancima koje organizuje Centralna CEEPUS kancelarija.

6) Ugovorne strane će preduzeti odgovarajuće mere kako bi svojim nacionalnim CEEPUS kancelarijama omogućile da raspoložu sredstvima neophodnim za vršenje njihovih funkcija.

Član 5

1) Ovim se osniva Centralna CEEPUS kancelarija u Beču. Centralna CEEPUS kancelarija će imati odgovarajući pravni kapacitet za vršenje funkcija koje su joj poverene.

2) Generalni sekretar Centralne CEEPUS kancelarije će, na predlog Republike Austrije, biti izabran na period od sedam godina dvotrećinskom većinom glasova Zajedničkog odbora. Generalni sekretar može da bude smenjen pre kraja mandata jednoglasnom odlukom Zajedničkog odbora.

3) Infrastrukturu koja je Centralnoj CEEPUS kancelariji potrebna za vršenje poverenih funkcija, uključujući plate generalnog sekretara i zaposlenih u Kancelariji, finansiraće Republika Austrija.

4) Troškovi predstavnika Ugovornih strana, odnosno osoblja upućenog na rad u Centralnu CEEPUS kancelariju padaju na teret odgovarajuće Ugovorne strane.

5) Ugovorne strane se pozivaju da dobrovoljno učestvuju u finansiranju aktivnosti Centralne CEEPUS kancelarije u cilju daljeg unapređenja kvaliteta saradnje.

6) Centralna CEEPUS kancelarija će vršiti funkciju koordinacije i evaluacije, dok će Ugovorne strane u potpunosti zadržati ovlašćenja i kontrolu nad svojim nacionalnim budžetima namenjenim za sprovođenje saradnje.

7) Centralna CEEPUS kancelarija će:

- Obaveštavati Zajednički odbor o odlukama koje je generalni sekretar doneo u periodu između dva sastanka Zajedničkog odbora, a koje odluke se odnose na hitna tehnička i administrativna pitanja, i to na prvom narednom sastanku Zajedničkog odbora;

- Pripremiti godišnji izveštaj o napretku i sprovesti sveobuhvatnu evaluaciju primene ovog Sporazuma;
- Podnositi predloge za dalje unapređenje saradnje;
- Pripremati i organizovati sastanke Zajedničkog odbora i radnih grupa, te voditi zapisnik navedenih sastanaka;
- Podržavati sprovođenje odluka usvojenih od strane Zajedničkog odbora;
- Sačiniti zajedničku strategiju odnosa sa javnošću na temu aktuelne saradnje i predočavati Ugovornim stranama programe svojih informativnih aktivnosti;
- Objavljivati informacije o saradnji univerziteta iz Ugovornih strana koji učestvuju u ovom programu.

Član 6

1) Ugovorne strane će u skladu sa ovim Sporazumom učiniti sve napore da se izbegnu ograničenja u vezi sa slobodnim kretanjem i prebivalištem lica korisnika CEEPUS III stipendije.

2) Ugovorne strane će preduzeti odgovarajuće mere u skladu sa nacionalnim zakonima kako bi se otklonile administrativne i finansijske prepreke za sprovođenje saradnje u potpunosti.

Član 7

Revizija ovog Sporazuma od strane Zajedničkog odbora biće završena pre isteka četvrte akademske godine po stupanju Sporazuma na snagu. Takva revizija će se zasnivati na sveukupnoj evaluaciji saradnje.

Član 8

1) Eventualni sporovi između Ugovornih strana, odnosno između Ugovornih strana i Centralne CEEPUS kancelarije, nastali u vezi sa tumačenjem i sprovođenjem ovog Sporazuma ili radnog programa, rešavaće se pregovorima i konsultacijama strana u duhu dobre saradnje. Sporove koji se ne mogu rešiti putem takvih pregovora i konsultacija rešavaće Zajednički odbor u prijateljskom duhu. U tu svrhu Zajednički odbor može osnovati radnu grupu u skladu sa članom 3. stav 2. ovog Sporazuma. Radna grupa može predložiti Zajedničkom odboru na koji način da okonča spor. Ako Zajednički odbor ne može da reši spor, bilo koja strana u sporu može da podnese predlog da se spor reši arbitražom.

2) Arbitražni tribunal će se sastojati od tri člana. Svaka strana u sporu će odrediti jednog arbitra. Navedena dva arbitra će odrediti trećeg arbitra, koji će imati ulogu predsedavajućeg tribunala.

3) Arbitražni tribunal će odlučiti o svom sedištu i doneti sopstvena proceduralna pravila.

4) Odluke arbitražnog tribunala donosiće se većinom glasova članova tribunala. Članovi arbitražnog tribunala ne mogu biti uzdržani. Odluka će biti konačna i obavezujuća za sve strane u sporu i na nju nije moguće uložiti žalbu. Strane u sporu će bez odlaganja postupiti po odluci. U slučaju spora u vezi sa tumačenjem odluke ili njenim okvirom, arbitražni tribunal će, ukoliko je potrebno, većinom glasova rastumačiti odluku na zahtev bilo koje strane u sporu.

Član 9

1) Ovaj Sporazum će biti otvoren za potpisivanje svim Ugovornim stranama CEEPUS II Sporazuma.

2) Ovaj Sporazum podleže odobrenju Ugovornih strana u skladu sa njihovim nacionalnim procedurama. Instrumenti odobrenja biće deponovani u Centralnoj CEEPUS kancelariji kao Depozitaru ovog Sporazuma.

3) Depozitar će obavestiti sve Ugovorne strane o najavama i instrumentima odobrenja koje je primio.

4) Originalni primerak ovog Sporazuma biće deponovan kod Depozitara.

Član 10

1) Ovaj Sporazum stupa na snagu 1. maja 2011. godine za one Ugovorne strane koje su deponovale svoje instrumente odobrenja. Ako do tog datuma bude deponovano manje od tri instrumenta odobrenja, Sporazum će stupiti na snagu prvog dana trećeg meseca po deponovanju trećeg instrumenta odobrenja. Sporazum će ostati na snazi sedam godina od datuma stupanja na snagu.

2) Za Ugovorne strane koje deponuju svoj instrument odobrenja nakon stupanja na snagu ovog Sporazuma u skladu sa članom 10. stav 1, ovaj Sporazum će stupiti na snagu prvog dana narednog meseca u odnosu na datum kada je deponovan instrument odobrenja.

3) Ovaj Sporazum se automatski obnavlja za naredni period od sedam godina osim u slučaju da Zajednički odbor jednoglasno ne odluči drugačije. Za Ugovorne strane koje moraju da podnesu zahtev za obnavljanje ovog Sporazuma kroz odgovarajuću proceduru pred nacionalnim organima, obnovljeni Sporazum će stupiti na snagu prvog dana narednog meseca u odnosu na datum kada Depozitar dobije obaveštenje o okončanju interne procedure za obnovu ovog Sporazuma.

4) Svaka Ugovorna strana može u bilo kom trenutku da predloži reviziju ovog Sporazuma. Predlog za takvu reviziju biće podnet u pisanoj formi predsedavajućem Zajedničkog komiteta i drugim Ugovornim stranama najmanje šest nedelja pre sastanka Zajedničkog odbora, osim ukoliko Zajednički odbor ne odluči drugačije. Odluke koje se tiču revizije ovog Sporazuma biće usvojene jednoglasno od strane Zajedničkog odbora. Revizija podleže potpisivanju i odobrenju Ugovornih strana u skladu sa njihovim nacionalnim procedurama. Instrumenti odobrenja biće deponovani kod Depozitara. Revizija stupa na snagu prvog dana trećeg meseca po deponovanju trećeg instrumenta odobrenja, osim ako se u reviziji Sporazuma ne odredi drugačije.

Član 11

1) Ovaj Sporazum će biti otvoren za pristup i onim državama koje nisu Ugovorne strane CEEPUS II sporazuma, i to po jednoglasnoj odluci Zajedničkog odbora. Države koje nameravaju da pristupe ovom Sporazumu o takvoj svojoj nameri će obavestiti Depozitara u pisanoj formi. Depozitar će obavestiti ostale Ugovorne strane o nameri određene države da pristupi ovom Sporazumu.

2) Instrumenti pristupanja biće deponovani u Centralnoj CEEPUS kancelariji. Depozitar će obavestiti Ugovorne strane o instrumentima pristupanja koje je primio.

3) Za državu koja pristupa ovom Sporazumu nakon njegovog stupanja na snagu, ovaj Sporazum će stupiti na snagu prvog dana narednog meseca u odnosu na datum deponovanja instrumenta pristupanja.

4) Države koje pristupe ovom Sporazumu nakon njegovog stupanja na snagu učestvovalaće u CEEPUS III aktivnostima na način opisan u radnom programu i u skladu sa odlukama Zajedničkog odbora.

Član 12

Svaka Ugovorna strana može povući potpis sa ovog Sporazuma putem prethodnog obaveštenja Depozitaru u pisanoj formi. Povlačenje potpisa sa ovog Sporazuma stupiće na snagu u roku od šest meseci od datuma kada je Depozitar primio obaveštenje o povlačenju potpisa.

To neće uticati na mreže, akcije i aktivnosti započete na osnovu ovog Sporazuma pre nego što povlačenje potpisa postane pravosnažno.

Sačinjeno u Budvi, Crna Gora, 25. marta 2010. godine, u jednom originalnom primerku na engleskom jeziku.

Za Republiku Albaniju.....

Za Republiku Austriju.....

Za Republiku Bugarsku.....

Za Bosnu i Hercegovinu.....

Za Republiku Hrvatsku.....

Za Češku Republiku.....

Za Republiku Mađarsku.....

Za Republiku Makedoniju.....

Za Crnu Goru.....

Za Republiku Poljsku.....

Za Rumuniju.....

Za Republiku Srbiju.....

Za Slovačku Republiku.....

Za Republiku Sloveniju.....

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori”.