



UNIVERZITET EDUCONS

Broj U.O. 473/24

29. 03. 2024. god.

SREMSKA KAMENICA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MoU") entered into effect on this day March 29, 2024.

by and between

Educons University, located in Sremska Kamenica, Serbia, Vojvode Putnika 87, represented by Prof. Dr. Aleksandar Andrejević, Rector

and

CBC Cluster, located in Sombor, Serbia, Kosovska 2, represented by Predrag Sušić.

EDUCONS and **CBC Cluster** shall hereinafter be collectively referred to as "Parties" and individually as a "Party", unless in conflict to the context.

1. SCOPE OF THE MoU

This Memorandum of Understanding between **EDUCONS** and **CBC Cluster** is based on the shared desire to develop collaborative research and educational relationships, participate in joint research funding proposals and/or business relations.

In order to enhance mutual research and educational capabilities, it is agreed to collaborate in the fields of environmental protection with focus on microplastic, biotechnology, information technologies/data science and other fields as may become beneficial for both Parties, since projects shall be initiated on a spirit of cooperation and reciprocity.

The MoU is intended as the starting point for collaboration to exploit the complementary nature of research, teaching and education, and shall focus primarily on joint research programmes, joint bids for research contracts, technology development and educational programs, students, researchers' and staff exchanges, networking events/conferences organization and similar.

Specific topics of interest for research collaboration will be identified in annual meetings of both parties and agreed upon in writing.

It is envisaged that each Party will manage its own costs and will seek to share the benefits gained through this cooperation. Both Parties will actively investigate options





for research funding in international, European, Serbian and Russian funding research agencies and other relevant funding authorities.

WHEREAS:

1.1. **Educons University** is a private research institution in Serbia, which consists of 7 integrated faculties, 20 accredited study programs and holds scientific accreditation in three scientific fields (biotechnical, natural and social sciences). The mission of the Educons University is to support education, science, development and implementation of new technologies in practice.

and

1.2. **CBC Clusters** (Cross-border Cooperation Clusters) is a non-governmental organization (NGO) that operates within the framework of the Instrument for Pre-Accession Assistance (IPA) Cross-Border Cooperation (CBC) Program between Croatia and Serbia. The CBC Clusters aims to foster cooperation and development between neighbouring regions across borders, promoting sustainable growth, socio-economic cohesion, and reconciliation. The organization's primary focus lies in fostering collaboration and synergy between different stakeholders, particularly within the renewable energy sector as well as utilizing and implementing projects related to renewable energies. The CBC Clusters plays a crucial role in advancing renewable energy initiatives within the IPA CBC Region between Croatia and Serbia. Through its activities, the organization contributes to sustainable development, environmental protection, and cross-border cooperation in the region.

1.3. **EDUCONS UNIVERSITY** and **CBC Cluster** are willing to establish mutually beneficial arrangements for joint research programmes, joint bids for research contracts, technology development and educational programs, students, researchers' and staff exchanges, networking events/conferences organization and similar.

Both Parties wish to enter into a non-binding MoU laying out contours of a possible scientific, commercial and strategic arrangement to realize this goal.

Now therefore, this document sets out the basics of the mutual understanding and the non-binding terms on which the Parties may enter project-based agreement.

WHEREBY IT IS AGREED AS FOLLOWS:

2. RESEARCH COLLABORATION AND TECHNOLOGY DEVELOPMENT

2.1. Joint research programs may be developed, which will lead to joint application for

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research funding, research projects, joint publications and staff exchange

2.2. Travel and accommodation expenses for exchanges or visits will be the responsibility of the respective Party, whose staff are undertaking the exchange or visit.

2.3. Both Parties will identify projects of mutual interest. The scientific areas of research collaboration will be developed to benefit both Parties, which will be negotiated under separate agreements.

3. EDUCATIONAL TRAINING

3.1. Academic and educational training of mutual interest may be developed and offered to students/staff, other researchers, state representatives, businesses and other groups, which will be defined by additional agreement.

4. STAFF / STUDENT EXCHANGE

4.1. As a part of collaboration, both Parties will provide opportunities and convenience for staff / student exchanges. Such programs will be conducted on a reciprocal basis, providing commensurate opportunities for the staff of both Parties. The specific terms for funding of such exchanges will be negotiated under separate agreement or be predefined by projects funded by third parties.

4.2. The Parties may consider the development of opportunities for study abroad programs and exchange relations related to research, educational and cultural enrichment. This exchange will follow the terms defined in a separate agreement.

5. ENTERPRISE AND ENTREPRENEURIAL ACTIVITY

5.1. The Parties may consider the development of possible enterprise and entrepreneurial activities, including product prototyping, development and commercialization. Any activity will be negotiated under separate and specific project based agreement, defining use / share / license / sell / produce of technology together with intellectual property, tax, environmental impact and safety, market research, marketing activities and other activities mutually agreed upon.

6. INTELLECTUAL PROPERTY AND TRADEMARK

6.1. All the existing intellectual property rights used in connection with any collaborative activity shall remain the property of the party having such intellectual property right.

6.2. Any subsequent intellectual property discovered, made or conceived for the respective projects in the future development of and /or performance of any collaborative activity shall be determined by the terms of specific research agreement negotiated by the Parties. The Parties will endeavour to reach an agreement regarding intellectual property rights prior to the creation of the intellectual property.

7. PERIOD OF MoU



7.1. This MoU will come into effect from the date of signature and will be valid until MoU termination.

8. TERMINATION

8.1. This MoU may be terminated by either Party by giving 3 months' notice to the other.

9. FORCE MAJEURE

9.1 This MoU shall be subject to force majeure. In the event of force majeure, such as fire, flood, strike, war, riot, insurrection, civil disruption or any act beyond the control of the Parties, neither Party will be liable for failure to perform any part of this MoU.

10. CONFIDENTIALITY

10.1 Neither Party shall make any public announcements concerning the existence of this MoU without the prior written consent of the other Party.

10.2 Each Party shall treat strictly confidential any and all information (whether in written, oral or electronic form), data (including but not limited to any data of financial, technical or otherwise business-related nature) or any other statement, regardless of its kind and content arising out of or in connection with this MoU.

11. AMENDMENT

11.1 No amendment, modification, or supplement of any provision of any of the MoU will be valid or effective unless made in writing and signed by each Party.

12. SEVERABILITY

12.1 If any of the provisions of this MoU is found to be inconsistent with or void under the applicable law of any of the countries at any time, then the validity of the remaining provisions shall not be affected. In such a case, the Parties shall agree to replace the ineffective portion by a new one that shall be legally valid, binding and enforceable.

13. NOTICE

13.1 All notices to the Parties hereto and other communications shall be sent to the respective Party at the address mentioned below

13.1.1 Educons University, Vojvode Putnika 87, Sremska Kamenica, 21208, Serbia, to the Attention of PhD Aleksandar Andrejević, Rector or email: aauc@educons.edu.rs

13.1.2 insert address, name of the person, position and his/her email

14. ARBITRATION

14.1 In the event of any dispute or differences, arising out of this MoU or in connection with and interpretation of this MoU, the same shall be first referred to mediation, failing which it shall be referred for Arbitration conducted by a sole arbitrator appointed by both Parties. The venue of arbitration shall be agreed between Parties and the language will be English.

15. GOVERNING LAW AND JURISDICTION

15.1 This MoU shall be governed by the International Law and Lex validitatis.

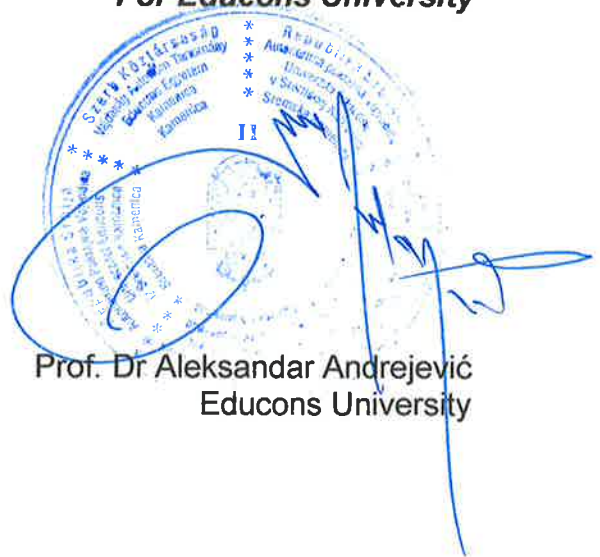
The Parties hereto have executed this Memorandum of Understanding on the date first above written,

For CBC Cluster



Predrag Sušić
CBC Cluster

For Educons University



Prof. Dr Aleksandar Andrejević
Educons University