

1. Uredba o ratifikaciji Sporazuma o Srednjeevropskem programu meduniverzitetne izmenjave (CEEPUS IV)

Na podlagi prve alineje šestega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD, 31/15 in 30/18 – ZKZaš) Vlada Republike Slovenije izdaja

UREDBO

O RATIFIKACIJI SPORAZUMA O SREDNJEVROPSKEM PROGRAMU MEDUNIVERZITETNE IZMENJAVE (CEEPUS IV)

1. člen

Ratificira se Sporazum o Srednjeevropskem programu meduniverzitetne izmenjave (CEEPUS IV), podpisan v Varšavi 20. septembra 2023.

2. člen

Sporazum se v izvorniku v angleškem jeziku in prevodu v slovenskem jeziku glasi:

Agreement concerning the Central European Exchange Programme for University Studies („CEEPUS IV“)

The CEEPUS contracting parties share the following vision:

– the pursuit of truth, the fundamental role of science in the creation of civilization and the transmission of knowledge from generation to generation as a particularly honourable human activity,

– regional academic exchange as an important instrument to overcome mutual stereotypes,

– long-term academic collaboration through high-quality topic-specific university networks by providing the appropriate framework for the mobility of students, doctoral students, researchers, academic teachers, and university staff,

– advancements in the recognition of study abroad periods as well as the higher education qualifications between universities and fostering the development of the Central European dimension of university curricula,

– promotion of regional collaboration in the field of higher education within the framework of the Central European Exchange Programme for University Studies hereinafter referred to as “CEEPUS IV”.

The contracting parties have committed to:

– the key role that higher education plays in meeting the United Nations Sustainable Development Goals,

– the goals of the Bologna Process and its relevant Communiqués, therefore contributing to the further realization of the European Higher Education Area

and take note of:

– the European Education Area Strategic Framework for education and training, the European Union Eastern Partnership, and the European Union Western-Balkans agenda on innovation, research, education, culture, youth & sport.

The contracting parties have agreed as follows:

Sporazum o Srednjeevropskem programu meduniverzitetne izmenjave (CEEPUS IV)

Pogodbenice sporazuma o programu CEEPUS imajo skupno vizijo:

– iskanje resnice, temeljna vloga znanosti pri ustvarjanju civilizacije in prenašanju znanja iz roda v rod kot posebej častni dejavnosti,

– regionalna akademska izmenjava kot pomembno sredstvo za preseganje medsebojnih stereotipov,

– dolgoročno akademsko sodelovanje v zelo kakovostnih univerzitetnih mrežah za posamezna področja z zagotavljanjem ustreznega okvira za mobilnost študentov, študentov doktorskega študija, raziskovalcev, akademskih profesorjev in univerzitetnega osebja,

– napredek pri priznavanju obdobj študija v tujini in visokošolskih kvalifikacij med univerzami ter spodbujanje razvoja srednjeevropske razsežnosti v visokošolskih študijskih programih,

– spodbujanje regionalnega sodelovanja na področju visokega šolstva v okviru Srednjeevropskega programa meduniverzitetne izmenjave (v nadaljnjem besedilu: CEEPUS IV).

Pogodbenice so se zavezale:

– ključni vlogi, ki jo ima visoko šolstvo pri izpolnjevanju ciljev trajnostnega razvoja Združenih narodov,

– ciljem bolonjskega procesa in njegovih ustreznih komunikacij, s čimer prispevajo k nadaljnjemu uresničevanju evropskega visokošolskega prostora,

in se seznanile:

– s strateškim okvirom evropskega izobraževalnega prostora za izobraževanje in usposabljanje, vzhodnim partnerstvom Evropske unije in agendo Evropske unije za Zahodni Balkan na področju inovacij, raziskav, izobraževanja, kulture, mladih in športa

ter se dogovorile:

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 scholarships referred to in Article 2 paragraph 6 and paragraph 7, be accomplished in the framework of university networks of the Central European Exchange Programme for University Studies, as defined in this agreement.

3) CEEPUS IV scholarships are comprehensive grants which shall cover living costs, 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 IV scholarships shall be commensurate with living costs in the respective host country and its inflation.

4) Furthermore, CEEPUS IV scholarships can also be grants for expenses related to purposes of e-learning, e-teaching, and hybrid learning or teaching. Virtual scholarships are complementary to physical exchange according to national regulations and as defined in the respective CEEPUS work programme. In that case, CEEPUS IV scholarships do not necessarily have to be used for mobility purposes.

5) There shall be no transfer of funds among contracting parties under this agreement. CEEPUS IV scholarships are financed by the host country. Any additional top-ups for outgoings shall, where applicable, be financed by the country of origin. Top-ups for outgoings can be extra funds for travel expenses, benefits for vulnerable, underrepresented, or disabled people or other extra payments, where applicable. Contracting parties and participating universities are encouraged to provide additional voluntary funding for CEEPUS IV activities.

6) In accordance with this agreement and the rules of procedure to be adopted by the Joint Committee of Ministers, contracting parties shall announce the scholarship months for the cooperation (the internal "CEEPUS currency") for each following academic year in annual intervals. The minimum CEEPUS currency shall be one hundred scholarship months.

7) CEEPUS IV scholarships 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.

8) CEEPUS IV scholarship months may also be used for coordination meetings of CEEPUS IV networks, where applicable and as defined in the respective CEEPUS work programme.

Article 2

1) For the purposes of this agreement, the term "university means" an institution providing higher education which is recognized by the responsible 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 IV actions once a year before each new call for network applications.

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. The beginning and the end of the actual academic year may vary according to national regulations of the contracting parties.

3) Students registered at universities, regardless of their field of study, shall be eligible for CEEPUS IV scholarships up to and including the doctoral level. The period of study, training, or placement has to be performed at a host university or a host institution of a CEEPUS network in accordance with the present agreement and the respective CEEPUS work programme, provided that the credits earned during a period of study, training or placement abroad are recognized and granted by the home university of the respective student. A commercial enterprise, a research facility, a governmental institution, or another organi-

1. člen

1) V skladu s tem sporazumom se spodbuja sodelovanje med pogodbenicami na področju visokega šolstva in z njim povezanih raziskav, zlasti meduniverzitetno sodelovanje in mobilnost.

2) Sodelovanje iz prvega odstavka poteka v univerzitetnih mrežah Srednjeevropskega programa meduniverzitetne izmenjave, kot je opredeljeno v tem sporazumu, razen kadar gre za štipendije iz šestega in sedmega odstavka 2. člena.

3) Štipendije CEEPUS IV so celovite štipendije, ki med prebivanjem v državi gostiteljici krijejo življenjske stroške, morebitne stroške uporabe laboratorija v skladu s splošno prakso v tej državi ter morebitne stroške nastanitve in osnovnega zdravstvenega zavarovanja. Štipendije CEEPUS IV so usklajene z življenjskimi stroški v posamezni državi gostiteljici in inflacijo v tej državi.

4) Poleg tega štipendije CEEPUS IV lahko krijejo tudi stroške, povezane z e-učenjem, e-poučevanjem ter kombiniranim učenjem ali poučevanjem. Virtualna mobilnost dopolnjuje fizično izmenjavo v skladu z notranjimi predpisi in kot je opredeljeno v delovnem programu CEEPUS. V tem primeru ni nujno, da se štipendije CEEPUS IV uporabijo za namene mobilnosti.

5) Po tem sporazumu se sredstva med pogodbenicami ne prenašajo. Štipendije CEEPUS IV financira država gostiteljica. Vse morebitne dodatne stroške financira matična država. Dodatni stroški so lahko dodatni potni stroški, dodatki za ranljive, manj zastopane skupine ali invalidne osebe ali morebitni drugi dodatni stroški. Pogodbenice in sodelujoče univerze se spodbujajo, da za dejavnosti CEEPUS IV zagotovijo dodatna prostovoljna sredstva.

6) V skladu s tem sporazumom in poslovníkom, ki ga sprejme skupni odbor ministrov, pogodbenice vsako leto sporočijo štipendijske mesece za sodelovanje (interna valuta CEEPUS) za naslednje študijsko leto. Najmanjše število štipendijskih mesecev CEEPUS je sto.

7) Štipendije CEEPUS IV ne krijejo režijskih stroškov ali izdatkov, povezanih z organizacijskimi ali upravnimi nameni. Pogodbenice in sodelujoče univerze se spodbujajo, da zagotovijo dodatno prostovoljno financiranje za kritje teh stroškov ali izdatkov.

8) Štipendijski meseci CEEPUS IV se lahko namenijo za usklajevalne sestanke mrež CEEPUS IV, kadar je to primerno in kot je opredeljeno v delovnem programu CEEPUS.

2. člen

1) V tem sporazumu izraz »univerza« pomeni ustanovo, ki izvaja visokošolski študij in jo odgovorni organ pogodbenice priznava za del svojega sistema visokošolskega izobraževanja. Vsaka pogodbenica enkrat letno pred pozivom k prijavi novih mrež pošlje seznam univerz, ki izpolnjujejo pogoje za dejavnosti CEEPUS IV.

2) V tem sporazumu izraz »študijsko leto« pomeni obdobje od 1. septembra do 31. avgusta naslednjega leta. Začetek in konec dejanskega študijskega leta se lahko razlikujeta glede na notranje predpise pogodbenic.

3) Do štipendij CEEPUS IV so upravičeni študenti, vpisani na univerzah, do vključno doktorske ravni, ne glede na študijsko področje. Obdobje študija, usposabljanja ali strokovne prakse na univerzi gostiteljici ali v drugi ustanovi gostiteljici iz mreže CEEPUS mora potekati v skladu s tem sporazumom in programom dela CEEPUS, pri čemer kreditne točke, pridobljene med študijem, usposabljanjem ali strokovno prakso v tujini, odobri in prizna matična univerza študenta. Ustanova gostiteljica je lahko tudi podjetje, raziskovalna ustanova, vladna ustanova ali druga organizacija v državi gostiteljici, kadar

sation in the host country can also serve as a host institution where applicable and as defined in the respective CEEPUS work programme.

4) The CEEPUS IV programme shall support the mobility of faculty members, i.e., the teaching, research and/or artistic staff of a given university, by granting CEEPUS IV scholarships in order to promote transnational inter-university cooperation and the Central European dimension of university curricula as defined in the CEEPUS work programme.

5) CEEPUS IV scholarships may also be granted to university staff of a university taking part in a CEEPUS network, to enhance capacity building within the network and to help organise joint activities between CEEPUS IV network partners as defined in the respective CEEPUS work programme.

6) Scholarship months not consumed within the CEEPUS networks may also be granted to students enrolled at an eligible university outside a CEEPUS IV network and to faculty members or university staff of eligible universities outside a CEEPUS IV network ("freemovers") as defined in the respective CEEPUS work programme and provided that special arrangements for studying, teaching, supervising, or peer learning at such a university exist.

7) Each contracting party can accept and recognize the participation of students and teachers from higher education institutions from non-contracting parties within CEEPUS network activities according to national regulations and based on the individual decision of a contracting party. Contracting parties may announce extra scholarship months for each following academic year for these activities, which must be linked to the implementation of the activities described in the respective work programme.

If the Joint Committee unanimously identifies a common interest for cooperation with a specific non-contracting party, students and teachers from higher education institutions in such a third-party may be awarded mobilities, provided that the respective contracting party has unconsumed scholarship months in the frame of the CEEPUS networks. Where applicable, such unconsumed scholarship months can be used for the third-party students' and teachers' mobilities as defined in the respective CEEPUS work programme.

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. At least every second year the Joint Committee shall adopt a work programme for the CEEPUS IV cooperation.

2) The Joint Committee shall meet as considered necessary, however, at least every second year. It shall adopt its own rules of procedure. The Committee shall elect one of its members as Chairperson for two years. 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 a consensus about all decisions. If all possible efforts have been exhausted and no consensus has been reached, decisions shall as a last resort be adopted by a two-thirds majority vote of the Joint Committee's present members (in person or online).

4) The Joint Committee shall unanimously adopt decisions regarding the total amount of CEEPUS IV scholarship months in accordance with Article 1 paragraph 6.

Article 4

1) Decisions concerning the procedure for the selection of CEEPUS IV 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.

je to primerno in kot je opredeljeno v delovnem programu CEEPUS.

4) Program CEEPUS IV podpira mobilnost pedagoškega osebja, to je visokošolskih učiteljev, raziskovalnega in/ali umetniškega osebja posamezne univerze, s podelitvijo štipendij CEEPUS IV za spodbujanje nadnacionalnega meduniverzitetnega sodelovanja in srednjeevropske razsežnosti v visokošolskih študijskih programih, kot je opredeljeno v delovnem programu CEEPUS.

5) Štipendije CEEPUS IV se lahko dodelijo tudi osebu univerze, ki sodeluje v mreži CEEPUS, za krepitev zmogljivosti v mreži in za pomoč pri organizaciji skupnih dejavnosti partnerjev mreže CEEPUS IV, kot je opredeljeno v delovnem programu CEEPUS.

6) Nekorabljeni štipendijski meseci v okviru mreže CEEPUS se lahko dodelijo študentom, vpisanim na univerzo zunaj mreže CEEPUS IV, in pedagoškemu ali drugemu osebu univerze zunaj mreže CEEPUS IV (»prejemniki prostih štipendij«, angl. »freemovers«), kot je opredeljeno v delovnem programu CEEPUS in pod pogojem, da ta univerza omogoča posebne dogovore glede študija, poučevanja, mentorstva ali vzajemnega učenja.

7) Vsaka pogodbenica se lahko odloči, da sprejme in prizna sodelovanje študentov in visokošolskih učiteljev iz nepogodbenc pri dejavnostih v okviru mreže CEEPUS v skladu z notranjimi predpisi. Pogodbenice lahko za vsako študijsko leto sporočijo dodatne štipendijske mesece za te dejavnosti, ki pa morajo biti povezane z izvajanjem dejavnosti, opisanih v delovnem programu.

Če skupni odbor soglasno ugotovi skupni interes za sodelovanje z nepogodbenco, se lahko študentom in visokošolskim učiteljem iz te tretje strani odobri mobilnost pod pogojem, da ima zadevna pogodbenica neporabljene štipendijske mesece v okviru mreže CEEPUS. Ti neporabljeni štipendijski meseci se lahko uporabijo za mobilnost študentov in učiteljev iz tretje strani, kadar je to primerno in kot je opredeljeno v delovnem programu CEEPUS.

3. člen

1) Ustanovi se skupni odbor ministrov (v nadaljnjem besedilu: skupni odbor), ki ga sestavlja po en predstavnik vsake pogodbenice. Skupni odbor je odgovoren za vse ukrepe in odločitve, potrebne za zagotovitev izvajanja tega sporazuma, vključno z odobritvijo evalvacijskih poročil. Skupni odbor najmanj vsako drugo leto sprejme delovni program za sodelovanje v programu CEEPUS IV.

2) Skupni odbor se sestaja po potrebi, a najmanj vsako drugo leto. Sprejme svoj poslovnik. Izmed svojih članov izvoli predsednika za dve leti. Lahko ustanavlja delovne skupine za izvajanje tega sporazuma in odloča o njihovi sestavi.

3) Skupni odbor si po najboljših močeh prizadeva doseči soglasje glede vseh odločitev. Če kljub vsem prizadevanjem soglasje ni doseženo, se odločitve v skrajnem primeru sprejmejo z dvotretjinsko večino glasov navzočih članov skupnega odbora (osebno ali po spletu).

4) Skupni odbor soglasno odloči o skupnem številu štipendijskih mesecev CEEPUS IV v skladu s šestim odstavkom 1. člena.

4. člen

1) Odločitve glede postopka za izbiro mreže programa CEEPUS IV sprejema delovna skupina skupnega odbora.

2) Vsaka pogodbenica ustanovi nacionalno komisijo akademikov in/ali drugih strokovnjakov, ki sodeluje pri izbirnem postopku iz prvega odstavka.

3) Each contracting party shall establish a National CEEPUS Office which shall have the following responsibilities:

a. Organizing the implementation of the CEEPUS programme according to the respective national regulations and financial jurisdictions.

b. Promoting of and informing about the programme and disseminating the outcome of the cooperation on a national level.

c. Advising potential applicants regarding the network cooperation and the scholarship programme.

d. Receiving and formally evaluating applications and organizing the experts' network assessment on a national level.

e. Awarding and processing of scholarships according to the respective work programme and the national regulations.

f. Organizing payments in connection with scholarships corresponding with national regulations and in accordance with the respective financial jurisdictions of the contracting party.

g. Acting as an advisor by informing the respective contracting party of the latest developments of the CEEPUS cooperation.

h. Conducting a national evaluation of the cooperation, where applicable, and contributing to the overall evaluation of the cooperation.

i. Taking necessary measures and actions together with the Central CEEPUS Office to fully comply with the European Data Protection Regulation.

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 head of the Central CEEPUS Office is the Secretary General. The Secretary General 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 their term by unanimous decision of the Joint Committee.

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

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

7) The Central CEEPUS Office shall in particular:

a. Notify the Joint Committee at its next meeting about decisions taken intersessionally by the Secretary General between meetings of the Joint Committee on urgent technical and administrative matters.

b. Prepare an annual progress report and undertake the overall evaluation of the implementation of this agreement.

c. Submit proposals for further development of the cooperation.

d. Prepare and organise the meetings of the Joint Committee and the working groups and produce meeting minutes.

e. Support the implementation of decisions adopted by the Joint Committee.

3) Vsaka pogodbenica ustanovi nacionalno pisarno CEEPUS, ki je odgovorna za:

a. organizacijo izvajanja programa CEEPUS v skladu z ustreznimi notranjimi predpisi in finančnimi pristojnostmi;

b. promocijo programa in obveščanje o njem ter za seznanjanje z rezultati sodelovanja na državni ravni;

c. svetovanje morebitnim prijaviteljem o sodelovanju v mreži in o programu štipendiranja;

d. prejem in uradno ocenjevanje prijav ter organizacijo strokovnega ocenjevanja mrež na državni ravni;

e. podeljevanje štipendij in njihovo obravnavo v skladu z delovnim programom in notranjimi predpisi;

f. organizacijo izplačil v zvezi s štipendijami v skladu z notranjimi predpisi in finančnimi pristojnostmi pogodbenice;

g. delovanje v vlogi svetovalca, ki pogodbenico seznanja z najnovejšimi informacijami v zvezi s sodelovanjem v programu CEEPUS;

h. evalvacijo sodelovanja na državni ravni, kadar je to potrebno, in za prispevek k celostni evalvaciji sodelovanja;

i. sprejetje potrebnih ukrepov in izvajanje dejavnosti v sodelovanju z glavno pisarno CEEPUS za zagotavljanje skladnosti z evropsko uredbo o varstvu podatkov.

4) Pogodbenice obvestijo glavno pisarno CEEPUS o ustanovitvi svojih nacionalnih pisarn CEEPUS.

5) Nacionalne pisarne CEEPUS sodelujejo na srečanjih, ki jih organizira glavna pisarna CEEPUS.

6) Pogodbenice sprejmejo ukrepe za zagotovitev sredstev za delovanje svojih nacionalnih pisarn CEEPUS.

5. člen

1) Glavna pisarna CEEPUS ima sedež na Dunaju. Glavna pisarna CEEPUS ima pravno sposobnost za opravljanje svojih nalog.

2) Glavno pisarno CEEPUS vodi generalni sekretar. Generalnega sekretarja za sedem let na predlog Republike Avstrije izvoli skupni odbor z dvotretjinsko večino glasov. Generalni sekretar je pred koncem svojega mandata lahko zamenjan s soglasno odločitvijo skupnega odbora.

3) Republika Avstrija financira infrastrukturo, potrebno za opravljanje nalog glavne pisarne CEEPUS, ter plače generalnega sekretarja in osebja urada.

4) Stroške predstavnikov pogodbenic ali osebja, ki je napoteno v glavno pisarno CEEPUS, krije posamezna pogodbenica.

5) Pogodbenice se spodbujajo k prostovoljnemu financiranju dejavnosti glavne pisarne CEEPUS za boljše sodelovanje.

6) Glavna pisarna CEEPUS je odgovorna za usklajevanje in evalvacijo, pogodbenice pa obdržijo izključno pristojnost za svoj proračun za sodelovanje in nadzor nad njim.

7) Glavna pisarna CEEPUS predvsem:

a. skupni odbor na njegovem naslednjem sestanku obvesti o odločitvah glede nujnih tehničnih in upravnih zadev, ki jih je generalni sekretar sprejel v času med sestankoma skupnega odbora;

b. pripravi letno poročilo o napredku in celostno ovrednoti izvajanje tega sporazuma;

c. predlaga nadaljnji razvoj sodelovanja;

d. pripravlja in organizira sestanke skupnega odbora in delovnih skupin ter sestavi zapisnike sestankov;

e. podpira izvajanje odločitev, ki jih sprejme skupni odbor;

f. Develop a joint public relations strategy for the cooperation and advise the contracting parties on information policies.

g. 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 IV scholarship.

2) The contracting parties shall take appropriate measures in accordance with their national laws in order to eliminate administrative and financial obstacles to enable 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 agreement takes effect. Such a review shall be based on an overall evaluation of the cooperation.

Article 8

1) Any dispute between the contracting parties or between the 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 disputing parties. 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 between the contracting parties cannot be settled by the Joint Committee, any disagreeing party to the dispute may call for 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 the contracting parties of the CEEPUS III 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 the 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 take effect on May 1, 2025, after Signatory States have deposited their instrument of approval. If fewer than three instruments of approval have been deposited by that date, the agreement takes effect 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.

f. razvija skupno strategijo za odnose z javnostmi glede sodelovanja in pogodbenicam svetuje o politikah informiranja;

g. objavlja informacije o sodelovanju med sodelujočimi univerzami pogodbenic.

6. člen

1) Pogodbenice si v skladu s tem sporazumom po najboljših močeh prizadevajo, da bi se izognile omejitvam glede prostega gibanja in prebivanja posameznikov, ki prejemajo štipendijo CEEPUS IV.

2) Pogodbenice sprejmejo ustrezne ukrepe v skladu s svojo notranjo zakonodajo za odpravo upravnih in finančnih ovir, da bi zagotovile celovito sodelovanje.

7. člen

Skupni odbor pregleda ta sporazum pred koncem četrtega študijskega leta po začetku njegove veljavnosti. Pregled temelji na celostni evalvaciji sodelovanja.

8. člen

1) Vsak spor med pogodbenicami ali med pogodbenicami in glavno pisarno CEEPUS glede razlage ali uporabe tega sporazuma ali delovnega programa stranke v sporu rešujejo s pogajanjem in posvetovanjem v dobri veri. Vsak spor, ki ga ni mogoče rešiti s pogajanjem in posvetovanjem, po mirni poti rešuje skupni odbor. Za to lahko skupni odbor ustanovi delovno skupino v skladu z drugim odstavkom 3. člena tega sporazuma. Delovna skupina lahko skupnemu odboru da priporočila glede rešitve spora. Če skupni odbor ne more rešiti spora med pogodbenicami, lahko vsaka stranka v sporu zahteva arbitražo.

2) Arbitražno sodišče sestavljajo trije člani. Vsaka stranka v sporu imenuje enega arbitra. Oba arbitra imenujeta tretjega arbitra, ki je predsednik sodišča.

3) Arbitražno sodišče določi svoj sedež in sprejme svoj poslovnik.

4) Arbitražna odločba se sprejme z večino glasov članov arbitražnega sodišča. Člani arbitražnega sodišča se ne smejo vzdržati glasovanja. Arbitražna odločba je dokončna in zavezujoča za vse stranke v sporu in zoper njo ni mogoča pritožba. Stranki v sporu začneta takoj ravnati v skladu z arbitražno odločbo. Pri sporu v zvezi z njenim pomenom ali obsegom jo arbitražno sodišče, če je to potrebno, na zahtevo katere koli stranke v sporu razloži z večino glasov.

9. člen

1) Ta sporazum je na voljo za podpis vsem pogodbenicam sporazuma CEEPUS III.

2) Države podpisnice ta sporazum odobrijo v skladu s svojimi notranjimi postopki. Listine o odobritvi se deponirajo pri glavni pisarni CEEPUS, ki je depozitar tega sporazuma.

3) Depozitar vse pogodbenice obvesti o prejetih uradnih obvestilih in listinah o odobritvi.

4) Izvirnik tega sporazuma se deponira pri depozitarju.

10. člen

1) Ta sporazum začne veljati 1. maja 2025, potem ko so države podpisnice deponirale svoje listine o odobritvi. Če so do tega dne deponirane manj kakor tri listine o odobritvi, sporazum začne veljati prvi dan tretjega meseca po deponiranju tretje listine o odobritvi. Ta sporazum velja sedem let od dneva začetka njegove veljavnosti.

2) For Signatory States depositing their instrument of approval after this agreement has taken effect according to Article 10 paragraph 1, this agreement shall take effect on the first day of the month following the day on which the instrument of approval has been deposited.

3) Each contracting party may at any time propose a revision of 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 of 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 III 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 the deposited instruments of accession.

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 having taken effect, shall participate in CEEPUS IV 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 Depository. Such withdrawal shall take effect six months from the date of receipt by the Depository of the notification of withdrawal.

Withdrawal of a contracting party shall not affect the networks, actions and activities commenced on the basis of this agreement before the withdrawal has become effective.

Article 13

The contracting parties acknowledge the importance of data protection and shall take effective measures to implement appropriate privacy standards within the Central European Exchange Programme for University Studies.

The contracting parties agree that these privacy standards for CEEPUS IV shall be in accordance with the European General Data Protection Regulation and its successive regulations.

Done at Warsaw, Poland, on September 20, 2023 in one original in the English language.

2) Za države podpisnice, ki svojo listino o odobritvi deponirajo po začetku veljavnosti tega sporazuma v skladu s prvim odstavkom 10. člena, začne ta sporazum veljati prvi dan meseca po dnevu, ko je bila lista o odobritvi deponirana.

3) Vsaka pogodbenica lahko kadar koli predlaga spremembo tega sporazuma. Taka sprememba se pisno predloži predsedniku skupnega odbora in drugim pogodbenicam najmanj šest tednov pred sestankom skupnega odbora, razen če skupni odbor ne odloči drugače. Odločitev glede spremembe tega sporazuma skupni odbor sprejme soglasno. Spremembo morajo podpisati in odobriti pogodbenice v skladu s svojimi notranjimi postopki. Listine o odobritvi se deponirajo pri depozitarju. Sprememba začne veljati prvi dan tretjega meseca po deponiranju tretje listine o odobritvi, razen če v spremembi ni določeno drugače.

11. člen

1) Ta sporazum je na voljo za pristop državam, ki niso pogodbenice sporazuma CEEPUS III, s soglasno odločitvijo skupnega odbora. Države, ki nameravajo pristopiti k temu sporazumu, o tem pisno uradno obvestijo depozitarja. Depozitar obvesti druge pogodbenice, da namerava država pristopiti k temu sporazumu.

2) Listine o pristopu se deponirajo pri glavni pisarni CEEPUS. Depozitar obvesti pogodbenice o deponiranih listinah o pristopu.

3) Za državo, ki pristopi k temu sporazumu po začetku njegove veljavnosti, začne sporazum veljati prvi dan meseca po deponiranju njene listine o pristopu.

4) Države, ki pristopijo k temu sporazumu po začetku njegove veljavnosti, sodelujejo v dejavnostih CEEPUS IV, kakor je določeno v delovnem programu in v skladu z odločitvami skupnega odbora.

12. člen

Vsaka pogodbenica lahko kadar koli odstopi od tega sporazuma s predhodnim pisnim uradnim obvestilom depozitarju. Tak odstop začne veljati šest mesecev po dnevu, ko depozitar prejme uradno obvestilo o odstopu.

Odstop pogodbenice ne vpliva na mreže, ukrepe in dejavnosti, ki so se na podlagi tega sporazuma začeli pred začetkom veljavnosti odstopa.

13. člen

Pogodbenice priznavajo pomen varstva podatkov in sprejmejo učinkovite ukrepe za izvajanje ustreznih standardov glede zasebnosti v okviru Srednjeevropskega programa meduniverzitetne izmenjave.

Pogodbenice se strinjajo, da bodo ti standardi glede zasebnosti za CEEPUS IV v skladu z evropsko Splošno uredbo o varstvu podatkov in njenimi poznejšimi spremembami.

Sestavljeno v Varšavi, Poljska, 20. septembra 2023 v enem izvorniku v angleškem jeziku.

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za visoko šolstvo in znanost.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 00704-380/2024

Ljubljana, dne 9. januarja 2025

EVA 2024-1811-0059

Vlada Republike Slovenije

dr. Robert Golob

predsednik

Obvestila o začetku oziroma prenehanju veljavnosti mednarodnih pogodb

2. Obvestilo o začetku veljavnosti Sporazuma med Vlado Republike Slovenije in Vlado Republike Hrvaške o čezmejnem sodelovanju pri nujenju nujne medicinske pomoči in bolnišničnega zdravljenja, Upravnega sporazuma o sodelovanju na področju nujne medicinske pomoči in bolnišničnega zdravljenja in Protokola o čezmejnem prevozu življenjsko ogroženih pacientov v Splošno bolnišnico Izola

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD, 31/15 in 30/18 – ZKZaš) Ministrstvo za zunanje in evropske zadeve

s p o r o č a,

da so 2. novembra 2023 začeli veljati:

– Sporazum med Vlado Republike Slovenije in Vlado Republike Hrvaške o čezmejnem sodelovanju pri nujenju nujne medicinske pomoči in bolnišničnega zdravljenja, podpisan v Zagrebu 14. julija 2023,

– Upravni sporazum o sodelovanju na področju nujne medicinske pomoči in bolnišničnega zdravljenja, podpisan v Zagrebu 14. julija 2023, in

– Protokol o čezmejnem prevozu življenjsko ogroženih pacientov v Splošno bolnišnico Izola, podpisan v Zagrebu 17. julija 2023,

objavljeni v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 7/23 (Uradni list RS, št. 90/23). Popravek uredbe o ratifikaciji sporazuma in upravnega sporazuma je objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 5/24 (Uradni list RS, št. 39/24).

Ljubljana, dne 10. januarja 2025

Ministrstvo za zunanje in evropske zadeve

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