



Sveučilište u Rijeci, Pomorski fakultet
University of Rijeka, Faculty of Maritime Studies



**University of Rijeka
Faculty of Maritime Studies**

Rijeka, Croatia

and

**University of Montenegro
Faculty of Maritime Studies Kotor**

Kotor, Montenegro

2022

Memorandum of Understanding

The Memorandum of Understanding (MoU) is made by and between the University of Rijeka, Faculty of Maritime Studies and **University of Montenegro, Faculty of Maritime Studies Kotor**

each a “Party” and collectively the “Parties”.

WHEREAS the Parties consider the common interest in promoting mutual cooperation in the area of education and research and shared interests in pursuing academic and scientific goals and professional and cordial relations;

NOW THEREFORE, in consideration of the mutual covenants and representations set forth, the Parties have set forth the following MoU as follows:

Article 1 – Purpose

The purpose of this MoU is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote sustainable partnerships and mutual understanding between both universities.

Article 2 – Scope of Activities

Both universities undertake to promote and develop academic cooperation through, but not restricted to, academic exchanges of students and faculty, scientific research, exchange of academic materials, publications, and other scientific information, professional internships, and technical cooperation.

Article 3 – Financial Arrangement

Both universities agree that all specific arrangements and plans for activities are to be negotiated and agreed in writing. All agreements shall be made dependent on the availability of funds.

Article 4 – Activity Agreements

A detailed description of the scope of activities shall be defined in separate Activity Agreements for implementation (such as Student Exchange Agreements, Joint Research Agreements, Faculty Exchange Agreements, etc).

Any specific Activity Agreement executed between the parties will be subject to this Agreement. Further agreements concerning any particular activity will provide details concerning the specific commitments made by each party and will not become effective until they have been signed by responsible bodies of the respective parties.

In the event of any conflict between the text of this Agreement and the text of any specific program agreement, the terms of this Agreement will control. The scope of the activities under this Agreement will be determined by the funds regularly available at both institutions

for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

The Activity Agreements will include such terms as:

- 4.1 Elaboration of the responsibilities of each institution for the agreed upon activity.
- 4.2 Schedules for the specific activity.
- 4.3 Budgets and sources of financing for each activity.
- 4.4 Any other items deemed necessary for the efficient management of the activity.

Article 5 – Intellectual Property Rights and Publication

Detailed management of Intellectual Property Rights and Publication shall be defined in specific Agreements.

Article 6 – Settlement of Differences

Differing viewpoints and interpretations of the MoU shall be settled amicably by mutual consultation or negotiation.

Article 7 – Duration & Termination

This MoU shall become effective on the date of final signing and will be for a period of five (5) years, renewable on written mutual consent. Either university, may, in its absolute discretion, terminate the MoU by giving at least ninety (90) days' advance written notice of its intention to terminate. However, any fellow, resident or other student in training pursuant to this Agreement at the time of termination will be allowed to finish their training period previously agreed to between the institutions, unless prohibited by law. If this Agreement is terminated, neither of the signatories will be liable to the other for any monetary or other losses that may result. The parties further understand and agree that if either party elects not to pursue one or more aspects of the above-described relationship for any reason, including but not limited to any law, court order or other restriction on activity in question, such party will not be held liable for any demands, losses or claims as a result of such an election.

Article 8 - Notices

Any notice, demand, offer, request or other communication required or permitted to be given by either Party pursuant to the terms of this Agreement must be in writing.

Article 9 - Surviving Provisions

Clauses 5, 6, and 8 will survive indefinitely the termination or expiration of this Agreement.

Article 10 - Counterparts

This Agreement is written in English only.

It is executed in two counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

Article 11 - Assignability

This Agreement may not be assigned or otherwise transferred by either party to a third party without the prior written consent of the other party.

Article 12: Contacts

Primary contacts for this agreement are:

Faculty of Maritime Studies Rijeka

Prof. Irena Jurdana, PhD, Vice dean for Academic Affairs
e-mail: irena.jurdana@pfri.uniri.hr

Faculty of Maritime Studies Kotor

Prof. Špiro Ivošević, PhD, Dean
e-mail: spiroi@ucg.ac.me



As witness to their consent to this MoU, the appropriate authorities hereunto provide their signatures.

University of Rijeka
Faculty of Maritime Studies Rijeka

 SVEUČILIŠTE U RIJECI
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RIJEKA, Studentska ulica 2

Assoc. Prof. Ana Perić Hadžić¹, PhD, Dean

University of Montenegro
Faculty of Maritime Studies Kotor

Prof. Špiro Ivošević, PhD, Dean

Kotor, 28/11/2022