

Uvereni u zajedničke interese za naučno-istraživačku, obrazovnu i privrednu delatnost,

**Fakultet za metalurgiju Tehničkog Univerziteta u Košice**, ul. Letná br. 9, 042 00 Košice, koji zastupa **Assoc. prof. Iveta Vasková, PhD. - dekan**, Matični broj: 00397610, PIB: SK2020486710 (u daljem tekstu **Fakultet za metalurgiju**),

i

**ŽELEZARA SMEDEREVO D.O.O.**, Radinac, 11300 Smederevo, koju zastupaju zastupnici: Stanislav Barica i/ili Pavol Vrchovinský i/ili Miroslav Grela

i

Ivan Milošević ili Mladan Marjanović, Matični broj: 07342691, PIB: 103125366 (u daljem tekstu: **Železara Smederevo**)

**zaključuju:**

### **OKVIRNI UGOVOR O NAUČNOJ I POSLOVNO-TEHNIČKOJ SARADNJI**

#### **Član 1**

Izražavajući svoje potrebe i interese ugovorne strane zaključuju ovaj Ugovor (u daljem tekstu: Ugovor) radi uspostavljanja međusobne saradnje u oblasti obrazovanja, naučnoistraživačke, stručne i poslovno-tehničke saradnje (u daljem tekstu: saradnja) i utvrđivanja opštih uslova, okvira i vidova saradnje.

#### **Član 2**

Saradnja iz prethodnog člana odražava potrebe i interese ugovornih strana da na principima dobrovoljnosti, ravnopravnosti, samostalnosti i javnosti, uzajamno utvrđenih prava i obaveza, a u cilju međusobnog povezivanja i objedinjavanja resursa u oblastima obrazovnih, stručnih i poslovno-tehničkih programa od zajedničkog interesa, doprinesu kvalitetnijem rešavanju naučnoistraživačkih, stručnih i poslovno-tehničkih problema svake od ugovornih strana.

#### **Član 3**

Radi obezbeđenja uslova za ostvarivanje saradnje utvrđene ovim Ugovorom, **Fakultet za metalurgiju** i **Železara Smederevo** se obavezuju da će se, kod realizovanja ovog Ugovora, u svemu pridržavati važećih zakonskih i drugih propisa i ovim Ugovorom preuzetih

Convinced in joint interests for scientific-research, educational and entrepreneurial activity,

**Faculty of Metallurgy of the Technical University of Košice**, Street Letná No. 9, 042 00 Košice, represented by **Assoc. prof. Iveta Vaskova, PhD. - dean**, Company No: 00397610, Tax Payer No: SK2020486710 (hereinafter **Faculty of Metallurgy**),

and

**ZELEZARA SMEDEREVO D.O.O.**, Radinac, 11300 Smederevo, represented by representatives: Stanislav Barica and/or Pavol Vrchovinský and/or Miroslav Grela

and

Ivan Milosevic or Mladjan Marjanovic, Company No: 07342691, Tax Payer No: 103125366 (hereinafter: **Zelezara Smederevo**)

**conclude:**

### **FRAME AGREEMENT ON SCIENTIFIC AND BUSINESS-TECHNICAL COOPERATION**

#### **Article 1**

Expressing own needs and interests, contracted parties conclude this Contract (hereinafter: the Contract) with goal of establishing mutual cooperation in the field of education, scientific-research, professional and business-technical cooperation (hereinafter: cooperation), as well as determining conditions, frames and aspects of cooperation.

#### **Article 2**

Cooperation from the previous article reflects needs and interests of the contracted parties to contribute on the basis of the principles of voluntariness, equality, independence and transparency, and with goal of mutual approach and unification of resources in the fields of educational, professional and business-technical programs of joint interest, to the more quality resolution of scientific-research, professional and business-technical problems that each of the contracted parties have.

#### **Article 3**

In order to provide conditions for achieving cooperation determined by this Contract, **Faculty of Metallurgy** and **Zelezara Smederevo** oblige themselves to abide completely to the effective legislative and other regulations and to obligations and responsibilities taken

<p>obaveza i odgovornosti.</p> <p style="text-align: center;"><b>Član 4</b></p> <p>Za svaki konkretan posao ili radni zadatak koji se pojavi u okviru predmeta saradnje utvrđene ovim Ugovorom, a nakon zaključenja ovog Ugovora, zaključiće se poseban pojedinačni ugovor kojim će se regulisati:</p> <ul style="list-style-type: none"> <li>- posao i program rada,</li> <li>- cena ili drugi osnovi ili merila po kojima će se vršiti ocena troškova,</li> <li>- odgovornost u pogledu izvršavanja i ostvarivanja utvrđenog programa rada,</li> <li>- rokovi za izvršavanje predmetnih zadataka,</li> <li>- druga pitanja od zajedničkog interesa u okviru dogovorenog posla.</li> </ul> <p style="text-align: center;"><b>Član 5</b></p> <p><b>Fakultet za metalurgiju</b> i <b>Železara Smederevo</b> svoju saradnju zasnivaju na sledećim principima:</p> <ul style="list-style-type: none"> <li>- uzajamno poverenje u duhu dobrih poslovnih odnosa, uz obostrano pružanje najpovoljnijih pogodnosti pod jednakim uslovima,</li> <li>- poštovanje međusobnih potreba i želja,</li> <li>- čuvanje poslovnih tajni.</li> </ul> <p style="text-align: center;"><b>Član 6</b></p> <p>Ugovorne strane se obavezuju da blagovremeno i koordinirano planiraju i prate zajedničke obaveze.</p> <p style="text-align: center;"><b>Član 7</b></p> <p>Saradnja ugovornih strana ne sprečava nijednu od njih da uspostavlja saradnju sa trećim subjektima, kada takva saradnja nije u suprotnosti sa ovim Ugovorom ili ne ometa njegovo ostvarivanje, kao i ukoliko nije u suprotnosti sa pozitivnim propisima.</p> <p>U međusobnim poslovnim odnosima i u pravnom prometu sa trećim subjektima svaka ugovorna strana istupa u svoje ime i za svoj interes. Za preuzete obaveze u smislu ovog stava, svaka ugovorna strana odgovora svojim sredstvima u skladu sa svojim statutom i drugim opštim aktima.</p> <p style="text-align: center;"><b>Član 8</b></p> <p>Ovaj Ugovor se zaključuje na neodređeno vreme, s tim da se Ugovor može raskinuti ukoliko:</p> <ul style="list-style-type: none"> <li>- ugovorne strane zajednički zaključie da su prestali razlozi zbog kojih je Ugovor zaključen,</li> <li>- jedna od ugovornih strana ne ostvaruje svoj</li> </ul>	<p>over with this Contract, while achieving this Contract.</p> <p style="text-align: center;"><b>Article 4</b></p> <p>For each specific work or work assignment that is in the frame of cooperation established with this Contract, and after signing this Contract, a separate Annex shall be concluded which will regulate:</p> <ul style="list-style-type: none"> <li>- work and work program;</li> <li>- price or other basis and measures to be used to perform cost estimate;</li> <li>- responsibilities in terms of performing and achieving defined work program;</li> <li>- deadlines for performance of subject tasks;</li> <li>- other questions of joint interest within the frame of agreed work.</li> </ul> <p style="text-align: center;"><b>Article 5</b></p> <p><b>Faculty of Metallurgy</b> and <b>Zelezara Smederevo</b> shall base their cooperation on following principles:</p> <ul style="list-style-type: none"> <li>- mutual trust in the spirit of good business relationship with mutual offering of most favorable conveniences under same conditions;</li> <li>- respecting mutual needs and wishes;</li> <li>- keeping business secrets.</li> </ul> <p style="text-align: center;"><b>Article 6</b></p> <p>Contract parties oblige themselves to timely and in mutual coordination plan and follow through joint obligations.</p> <p style="text-align: center;"><b>Article 7</b></p> <p>Cooperation of contracted parties does not prevent either side from establishing cooperation with third parties, when such cooperation is not opposite to this Contract or it does not interfere with its achieving, and also is not opposite to positive regulations.</p> <p>In mutual business relations, as well as in legal transactions with third parties, each of the side steps out on behalf of itself and for own interest. For undertaken obligations in terms of this article, each contracted party is responsible with own resources, in accordance with its own statute and other general enactments.</p> <p style="text-align: center;"><b>Article 8</b></p> <p>This Contract is concluded for indefinite period of time and it can be terminated if:</p> <ul style="list-style-type: none"> <li>- contracted parties mutually agree that the reasons due to which this Contract has been concluded exist no longer;</li> <li>- one of the contracted parties does not achieve its</li> </ul>
---	---

interes,

- jedna od ugovornih strana ne izvršava svoje preuzete obaveze.

Raskidanje Ugovora vrši se pismenim putem. Rok za raskid Ugovora je 3 (tri) meseca od dana pismenog podnošenja obrazložene inicijative jedne od ugovornih strana, osim ako se Ugovorne strane ne saglase o kraćem periodu. Svaka ugovorna strana je dužna da izmiri sve svoje obaveze nastale do dana raskida ovog Ugovora.

#### Član 9

Ugovorne strane su saglasne da sve sporove, koji bi mogli da nastanu u toku realizacije ugovornih obaveza, rešavaju sporazumno.

U slučaju da se eventualni spor ne reši na način definisan u prethodnom stavu, ugovorne strane su saglasne da isti reši nadležni sud u **Slovačkoj Republici**.

#### Član 10

Izmene i dopune ovog Ugovora vrše se sporazumno po postupku po kom se i Ugovor donosi.

#### Član 11

Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih lica svake od ugovornih strana.

Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih svaka Ugovorna strana zadržava po 2 (dva) primerka.

own interest;

- one of the contracted parties does not fulfill undertaken obligations.

Termination of the Contract is to be made in written form. Time frame for the termination of the Contract is 3 (three) months from the day when written rationalized initiative has been submitted by one of the contracted parties, unless contracted parties agree about shorter time frame. Each contracted party is obliged to fulfill its obligations created upon the day of the termination of this Contract.

#### Article 9

Contracted parties agree that all disputes that might come out during accomplishment of the contracted obligations are to be resolved agreeably.

In case that possible dispute is not resolved in the way defined in previous paragraph, contracted parties agree it is to be resolved by an authorized court in **Slovak Republic**.

#### Article 10

Alterations and amendments to this Contract are performed agreeably, in the same way this Contract is made.


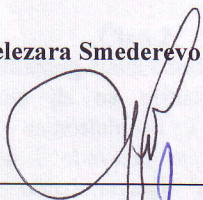
#### Article 11

The contract comes into effect on the day of signing made by authorized persons of both contracted parties.

The contract has been made in 6(six) identical copies 3(three) of which each of the contracted parties retain.

Železara Smederevo d.o.o.

BB



ŽELEZARA SMEDEREVO D.O.O.  
SMEDEREVO  
21

Faculty of Metallurgy of the  
Technical University of Košice

Assoc. prof. Iveta Vaskova

