Agreement

between
the Republic of Austria,
the Republic of Bulgaria,
the Republic of Croatia,
the Czech Republic,
the Republic of Hungary,
the Republic of Poland,
Romania,
the Slovak Republic
and
the Republic of Slovenia

promoting cooperation in the field of higher education

within the framework of the

Central European Exchange Programme for University Studies ("CEEPUS II")

The Republic of Austria,
the Republic of Bulgaria,
the Republic of Croatia,
the Czech Republic,
the Republic of Hungary,
the Republic of Poland,
Romania,
the Slovak Republic
and
the Republic of Slovenia

hereinafter referred to as the "Contracting Parties",

have agreed as follows:

Article 1

Cooperation between the Contracting Parties shall be promoted in the field of higher education, in particular inter-university cooperation and mobility in the context of the implementation of CEEPUS II. The actions of the CEEPUS II programme are set out in Annex I which forms an integral part of the present Agreement.

Article 2

(1) For the purpose of the present Agreement, the terms "University" applies to an establishment providing higher education and being recognized by the competent authority of a Contracting Party as belonging to its system of higher education.
Each Contracting Party shall yearly provide a list of universities eligible for CEEPUS II.

(2) For the purpose of the present Agreement, the term "academic year" applies to the period of time from September 1st until August 31st of the following year.

(3) Students registered at universities, regardless of the field of study, are eligible for support within the CEEPUS II programme, up to and including doctoral or post graduate level, provided that the period of study or training carried out in accordance with the present Agreement at a host university or a host establishment, which is compatible with the curriculum at the student's home university, forms part of his or her university studies.

Furthermore, the CEEPUS II programme shall support the mobility of teaching staff of universities to promote transnational inter-university cooperation and to enhance the Central European dimension of university curricula.

The CEEPUS II programme shall not cover research and technological development activities.

Article 3

(1) A Joint Committee of Ministers, each of them representing one of the Contracting Parties, is hereby established. The Joint Committee of Ministers shall be responsible for all steps and decisions necessary to ensure the implementation and promotion of the CEEPUS II programme and for the approval of evaluation reports and the restructuring of the programme.

(2) The Joint Committee of Ministers shall meet at least once a year. Ministers unable to attend a meeting shall be represented by their high officials. The Joint Committee of Ministers may establish a panel of their high officials to decide on those issues which the Joint Committee of Ministers has deferred to them in preparation of the next meeting of the Joint Committee of Ministers.

(3) The Joint Committee of Ministers shall elect one of its members to act as chair for a period of one year.

(4) The Joint Committe of Ministers shall make every effort to reach agreement by consensus regarding all decisions to ensure the implementation and promotion of the programme as described in Annex I. Should consensus not be attainable, the matter shall be subject to decision by two-thirds majority of the members Joint Committee of Ministers present and voting.

(5) Concerning the annual budget of all Contracting Parties and their exchange quotas, i.e. the number of scholarship months per academic year to facilitate the actions described in Annex I each Contracting Party shall make a pledge. The Joint Committee of Ministers takes a final unanimous overall decision on all pledges.

Article 4

(1) All decisions concerning the selection of projects described in Annex I (Actions 1 - 3) shall be made by the Joint Committee of Ministers, or by a panel of high officials, as described in Article 3. Academics or other experts shall be consulted to support the selection process.

(2) After entry into force of the present Agreement, each Contracting Party shall nominate a National CEEPUS Office with the following responsibilities and notify the Joint Committee of Ministers thereof:

- advertising in order to promote the programme in close cooperation with the Central CEEPUS Office and the other National CEEPUS Offices;
- receipt of applications;
- preparation of the awarding of scholarships to applicants;
- securing of a place to study for incoming scholarship holders;
- awarding scholarships (as described in Annex I under Action 4);
- organizing scholarship payment;
- receipt of reports;
- carrying out national evaluation of the programme;
- annual reports.

(3) Each Contracting Party shall take measures to ensure that its National CEEPUS Office shall have at its disposal the necessary means to enable them to fulfil its functions.

Article 5

(1) A Central CEEPUS Office shall be established in Vienna. The Central CEEPUS Office shall have such legal capacity as may be necessary for the exercise of its functions. The Central CEEPUS Office, its staff and representatives of the Contracting Parties to the Central CEEPUS Office shall enjoy such privileges and immunities as are necessary for their functions.

(2) The Secretary General of the Central CEEPUS office shall be elected by a two thirds majority of the Joint Committee of Ministers for a period of five years upon proposition by the Republic of Austria. The Secretary General may be recalled before the end of his/her term by unanimous decision of the Joint Committee of Ministers.

(3) The necessary infrastructure, including the salaries of the Secretary General and the staff, of the Central CEEPUS Office shall be financed by the Republic of Austria. Each Contracting Party is entitled to dispatch additional staff to the office at their own expense.
The Secretary General shall lay down the rules of procedure of the Central CEEPUS Office and notify the Joint Committee of Ministers thereof.

(4) The Central CEEPUS Office shall serve solely as a coordinating and evaluating facility, whereas the Contracting Parties shall retain full power over their national budget designated for mobility and exchange actions described in Annex I.

(5) The Central CEEPUS Office shall furthermore:

- be responsible for the development of a joint public relations strategy for the programme and advise the Contracting Parties on informative issues;
- publish information on the Contracting Parties´ universities in order to promote academic mobility among them;
- take over responsibility for the preparation of an annual progress report and carry out the overall evaluation of the CEEPUS II programme;
- submit proposals for further programme development;
- be responsible for preparation and organisation as well as keeping the minutes of the meetings of the Joint Committee of Ministers;
- upon request support the implementation of the decisions agreed upon by the Joint Committee of Ministers.

Article 6

(1) The Contracting Parties shall make all efforts to abstain from any restrictions concerning the free movement and residence of individuals participating in mobility actions covered by the present Agreement.

(2) The Contracting Parties agree to take the measures they consider appropriate in the framework of their national law so as to eliminate all administrative and financial obstacles to acquiring visa and/or residence permits for CEEPUS II scholarship holders.

Article 7

(1) The present Agreement shall remain in force for a period of five years. It may be renewed for a further period upon agreement of the Contracting Parties. A review of the present Agreement shall be completed before the end of the third academic year after entry into force. This review shall be based on an overall evaluation of the CEEPUS II programme.

(2) Each Contracting Party may at any time request a revision of the present Agreement. For this purpose, it shall submit a written request to the chairman of the Joint Committee of Ministers and the other Contracting Parties. All decisions concerning the revision of the present Agreement shall be made by unanimous decision of the Joint Committee of Ministers.

Article 8

(1) The present Agreement shall be open for signature at Zagreb, Croatia, from <month> <date>, 2003 until from <month> <date>, 2003 by the Republic of Austria, the Republic of Bulgaria, the Republic of Croatia, the Czech Republic, the Republic of Hungary, the Republic of Poland, Romania, the Slovak Republic and the Republic of Slovenia. It shall thereafter be open for accession.

(2) The present Agreement and revisions thereof shall be subject to approval by the Contracting Parties and the documents of approval shall be deposited with the Hungarian Ministry of Education, referred to in this Agreement as "the Depositary".

(3) The present Agreement shall enter into force upon the first day of the third month following the deposit of the documents of approval by not less than three Contracting Parties.

(4) Any State not mentioned in para. 1 may accede thereto by unanimous invitation by the Joint Committee of Ministers. Any State wishing to become a Contracting Party may notify the Depositary in writing of this intention.

(5) The Depositary shall inform all Contracting Parties of all notifications and documents of approval received.

(6) For any State which has become a Contracting Party after entry into force of the present Agreement full participation in programme activities as laid down in Annex I shall take place in accordance with the provisions unanimously decided upon by the Joint Committee of Ministers.

Article 9

At any time a Contracting Party may withdraw from the present Agreement by giving written notice to the Depositary. Any such withdrawal shall take effect upon expiry of at least 6 months from the date of receipt by the Depositary of the notification of withdrawal; however, the Joint Committee of Ministers may lay down a period longer than 6 but less than 12 months for the entry into force of the withdrawal notified.

Article 10

(1) Any dispute between two or more Contracting Parties, or between any of them and the Central CEEPUS Office, concerning the interpretation or application of the present Agreement or its Annex, which cannot be settled by the Joint Committee of Ministers, shall, at the request of any party to the dispute, be submitted to arbitration.

(2) The arbitration tribunal shall consist of a minimum of three members. Each party to the dispute shall nominate one arbitrator each; the first two arbitrators shall nominate the third arbitrator, who shall be the chair of the arbitration tribunal.

(3) The arbitration tribunal shall determine its seat and establish its own rules of procedure.

(4) The award of the arbitration tribunal shall be made by a majority of its members, who may not abstain from voting. This award shall be final and binding on all parties to the dispute and no appeal shall lie against it. The parties shall comply with the award without delay. In the event of a dispute as to its meaning or scope, the arbitration tribunal shall interprete it at the request of any party to the dispute.

Article 11

The original of the present Agreement, of which the English text is authentic, shall be deposited with the Depositary.

In witness whereof the undersigned being duly authorized to that effect, have signed this Agreement.

Done at Zagreb, Croatia, on the ninth day of March, two thousand and three.

For the Republic of Austria..... Hans Knitel m.p.....

For the Republic of Bulgaria..... Vladimir Atanassov m.p.....

For the Republic of Croatia..... Gvozden Flego m.p.....

For the Czech Republic..…….. Petr Kolar m.p. .....

For the Republic of Hungary..... Peter Medgyes.m.p.....

For the Republic of Poland..... Tomasz Goban-Klas m.p.....

For Romania..... Radu Mircea Damian m.p.....

For the Slovak Republic..... Jan Petrik m.p. .....

For the Republic of Slovenia..... Lucka Lorber m.p.....

CEEPUS II: Annex I

The Contracting Parties shall develop and promote a Central European University Network made up of various individual networks. This network is designed to stimulate academic mobility, in particular student mobility within Central Europe, and to promote Central European university cooperation and the development of joint programmes ideally leading to double or joint degrees.

All CEEPUS II Actions except for the Freemover scholarships take place in the framework of CEEPUS II networks as described in Action 1.

CEEPUS II shall give priority to networks developing their cooperation into joint programmes or developing new joint programmes. The Joint Committee of Ministers will monitor the progress achieved within the Bologna Process in this respect and adapt the CEEPUS II priorities accordingly.

Action 1: Establishment and Operation of a Central European University Network

1) A network shall comprise at least three universities, two of them belonging to different Contracting Parties, although networks specializing in the development of joint programmes may comprise only two universities of different Contracting Parties for an initial phase to be specified by the Joint Committee of Ministers. However, priority shall be given to networks consisting of more than two universities of different Contracting Parties.

2) Any university desiring to participate in a CEEPUS II network shall meet the following requirements:

a) Periods of study or training completed at one participating university or host establishment shall be fully recognized at the partner universities.
b) Mutual recognition within the network shall be foreseen. ECTS (European Credit Transfer System) or compatible systems shall be applied. In the case of students working on their theses or dissertations this might be replaced by a statement of both the advisor of the home and of the host university that the study abroad period served the purpose of working towards a thesis or dissertation, respectively.
c) In order to facilitate academic mobility, CEEPUS II courses and/or lectures shall be held also in English, German or French, respectively.
The Contracting Parties agree to promote professional language courses by awarding scholarship months for preparatory professional language courses in English, German or French, offered by the respective networks.
Accompanying language courses in the language of the host country might be offered where possible.
d) A student studying within the CEEPUS II framework shall be exempt from any registration and/or tuition fees whatsoever.

Action 2: Intensive Courses

The Contracting Parties agree to promote intensive courses under the provision that

1) these courses are designed to attract participants from as many Contracting Parties as possible, including the host country. Participants are defined as students and/or lecturers, visiting professors and teaching staff.

2) these courses are classified as

summerschools over a period of at least 10 working days dedicated to a specific topic, provided they carry credit points.

intensive training courses over a period of at least 10 working days for young teaching staff.

3) Congresses and similar events are explicitly excluded.

Action 3: Student Excursions

The Contracting Parties agree to promote student excursions under the provision that these excursions carry credit points and

1) serve a scientific/artistic purpose and make use of a specific part of the infra-structure of the host country; or

2) serve a scientific/artistic purpose and are jointly organized.

Action 4: Student and Teacher Mobility Scholarship Scheme

1) The Contracting Parties agree to award individual scholarships to students participating in the CEEPUS II activities described under Action 1 - 3.

2) Scholarships shall also be awarded to lecturers, visiting professors and teaching staff, provided that they contribute to transnational university cooperation and/or appropriate training measures.Lecturers, visiting professors and teaching staff shall carry a workload of at least 6 teaching hours a week at the host university.

3) Scholarships shall also be awarded to students and graduates for practical training at a commercial enterprise, research facility or governmental institution in the host country, provided that a definite and structured proposal is made.

4) Student scholarhips for regular semester activities shall be awarded for a minimum of 3 months and a maximum of 10 months. Shorter stays shall only be permitted for students working on their theses or dissertations.

5) CEEPUS II scholarships may also be awarded to students enrolled at an eligible CEEPUS II university for whom special arrangements for studying have been made outside a CEEPUS II network (Freemovers).

6) CEEPUS II scholarships are "comprehensive" scholarships, i.e. intended to cover the cost of living, expenses for laboratory fees according to general usage in the host country where applicable, housing and basic medical insurance where applicable during the stay in a host country. CEEPUS II scholarships shall be

linked to the cost of living in the respective host country and shall be safeguarded against inflation.

7) Since there is no transfer of funds, CEEPUS II scholarships shall be paid by the host country, with the exception of travel allowances, which shall be paid by the country of origin where applicable.

8) The CEEPUS II currency is defined as "one scholarship month". All Contracting Parties shall announce their quotas for the following academic year in yearly intervals. The minimum requirement shall be 100 scholarship months.

9) CEEPUS II shall not cover overhead costs or expenses related to organisational purposes.

REPUBLIK ÖSTERREICH BUNDESKANZLERAMT AMTSSIGNATUR	Unterzeichner	serialNumber=1026761,CN=Bundeskanzleramt,C=AT
	Datum/Zeit	2017-11-23T15:40:26+01:00
	Prüfinformation	Informationen zur Prüfung des elektronischen Siegels bzw. der elektronischen Signatur finden Sie unter: https://www.signaturpruefung.gv.at Informationen zur Prüfung des Ausdrucks finden Sie unter: https://www.bka.gv.at/verifizierung
	Hinweis	Dieses Dokument wurde amtssigniert.