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| INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT |  | UGOVOR O PRENOSU PRAVA INTELEKTUALNE SVOJINE |
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| This Intellectual Property Rights Transfer Agreement (hereinafter: the “**Agreement**”) was entered into by and between the following parties: |  | Ugovor o prenosu prava intelektualne svojine (u daljem tekstu: “**Ugovor**”) je zaključen između sledećih ugovornih strana: |
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| 1. **University of Belgrade**, having its registered seat in Belgrade, Studentski trg 1, registration number [insert registration number], tax identification number [insert TIN], hereby represented by [insert full name], the rector (hereinafter: the “**University**”), and |  | 1. **Univerzitet u Beogradu**, sa sedištem u Beogradu, Studentski trg br. 1, matični broj [uneti broj], PIB [uneti PIB], koga zastupa [uneti ime i prezime] u svojstvu rektora (u daljem tekstu: “**Univerzitet**”), i |
| 1. [insert name], which operates within the University of [insert name], having its registered seat [insert – city, street and number], registration number [insert registration number], tax identification number [insert TIN], hereby represented by [insert full name and position] (hereinafter: the “**Faculty**”). |  | 1. [**uneti naziv fakulteta**], koji posluje u sastavu Univerziteta u [uneti naziv], sa sedištem u [uneti mesto, adresu i broj], matični broj [uneti broj], PIB [uneti PIB], koga zastupa [uneti ime, prezime i funkciju] (u daljem tekstu: “**Fakultet**”). |
| Hereinafter, the University and the Faculty shall jointly be referred to as the “**Parties**” and individually as the “**Party**”. |  | U daljem tekstu Univerzitet i Fakultet će zajedno biti označeni kao “**Ugovorne strane**”, a pojedinačno kao“**Ugovorna strana**”. |
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| The Parties agree as follows: |  | Ugovorne strane saglasno utvrđuju: |
| 1. the intellectual property (hereinafter: the “**IP**”) is a result of scientific, expert research, and any other activity at the University involving human and material resources of the University, as described in the Intellectual Property Rights Application, which refers to the creation of the IP [insert subject of application with the respective designation], allin accordance with the Rulebook from item E; |  | 1. da je intelektualna svojina (u daljem tekstu: “**IS**”) nastala kao rezultat istraživanja, naučnog, stručnog i svakog drugog delovanja na Univerzitetu korišćenjem ljudskih i materijalnih resursa Univerziteta, kao što je opisano u Prijavi koja se odnosi na nastanak IS [uneti predmet prijave sa odgovarajućim oznakama], a u skladu sa Pravilnikom iz tačke E; |
| 1. at the time of the conclusion of this Agreement, the IP represents:    * + - 1. an invention that can be protected by patent or petty patent;          2. knowledge and experience that cannot be protected by patent, petty patent or any other type of absolute legal protection, however applicable in the economy (know-how);          3. design that can be protected as industrial design;          4. database that is suitable for protection as a related right of a producer of database;          5. computer program;          6. plant variety suitable for protection of plant varieties that can be protected via plant variety protection;          7. mark that can be protected as a trademark or as the geographical indication of origin;          8. topography of integrated circuits suitable for protection as a topography of integrated circuits; |  | 1. da u vreme zaključenja ovoga Ugovora, IS predstavlja:    * + - 1. pronalazak podoban za zaštitu patentom ili malim patentom;          2. znanje i iskustvo koji nisu podobni za zaštitu patentom, malim patentom ili nekim drugim oblikom pravne zaštite sa apsolutnim dejstvom, ali su primenjivi u privredi (know-how);          3. dizajn koji je podoban za zaštitu pravom na industrijski dizajn;          4. bazu podataka koja je podobna za zaštitu srodnim pravom proizvođača baza podataka;          5. računarski program;          6. biljnu sortu podobnu za zaštitu pravom biljnih sorti;          7. oznaku koja je podobna za zaštitu žigom ili pravom na oznaku geografskog porekla;          8. topografiju integrisanog kola podobnu za zaštitu pravom na topografiju integrisanih kola; |
| 1. in terms of this Agreement, the intellectual property does not include copyright and subjects of related rights arising out of teaching or in relation to teaching, i.e. professional or scientific research, including lectures, written scientific, professional and other papers which do not represent the intellectual property from item B; |  | 1. u smislu ovog Ugovora, IS ne uključuje autorska dela i predmete srodnih prava nastalih u okviru nastave ili u vezi sa nastavom, odnosno sa stručnim ili naučnim istraživanjima, uključujući predavanja, pisane naučne, stručne i druge radove a koji ne predstavljaju IS u smislu tačke B; |
| 1. the Faculty warrants:    * + - 1. that its relations with the creator of the intellectual property and pertaining to the intellectual property rights which is the subject of this Agreement, have been regulated;          2. that there are no unsettled disputes with the creator of the intellectual property pertaining to the subject of this Agreement; |  | 1. Fakultet garantuje:    * + - 1. da je sa tvorcem intelektualne svojine uredio odnose u pogledu prava intelektualne svojine u odnosu na IS koja je predmet ovog Ugovora;          2. da nema nikakve nerešene sporove sa tvorcem intelektualne svojine u vezi sa predmetom ovog Ugovora; |
| 1. the University acts in accordance with the Rulebook of the University, which regulates the legal protection and commercial exploitation of the intellectual property rights and the work of the Center for technology transfer of the University of Belgrade (hereinafter: the “**Rulebook**”); |  | 1. Univerzitet postupa u skladu sa važećim Pravilnikom Univerziteta kojim se uređuje pravna zaštita i privredno iskorišćavanje IS i rad Centra za transfer tehnologije (u daljem tekstu: “**Pravilnik**”); |
| 1. the Faculty accepts the Rulebook from item E of this Agreement as the basis and rules for the regulation of relations between the Parties; |  | 1. Fakultet prihvata Pravilnik iz tačke E kao osnov i pravila za uređenje odnosa između Ugovornih strana; |
| 1. terms used in this agreement shall be interpreted in accordance with the definitions from Article 1 of this Agreement aligned with regulations on intellectual property rights in force in the Republic of Serbia. |  | 1. izrazi koji se koriste u ovom Ugovoru se tumače u skladu sa definicijama iz člana 1. ovog Ugovora, usklađenih sa propisima kojima se uređuju prava intelektualne svojine i koji su na snazi u Republici Srbiji. |
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| Definitions |  | Definicije |
| * 1. The Parties hereby agree, unless stipulated otherwise, that the terms in this Agreement shall have the following meaning: |  | * 1. Ugovorne strane saglasno utvrđuju da, ukoliko nije drugačije ugovoreno, upotrebljeni izrazi imaju sledeće značenje: |
| **Due diligence analysis -** Due diligence is the analysis of a business entity prior to, during and after a business transaction with the goal of increasing its transparency by disclosing information important for the success of the transaction. Due diligence analysis is an "in-depth recording" of the business entity, in order to avoid potential unpleasant post-transaction surprises. Review is only one part of due diligence; |  | **Due diligence analiza** - Due diligence je analiziranje nekog poslovnog subjekta pre, za vreme i posle poslovne transakcije koja ima za cilj povećanje njene transparentnosti otkrivanjem informacija važnih za uspeh transakcije. Due diligence analiza je svojevrsno “dubinsko snimanje” poslovnog subjekta, kako bi se izbegla moguća neprijatna posttransakcijska iznenađenja. Revizija je samo jedan deo due diligence; |
| **Information protected as trade secret –** Shall particularly pertain to: financial, economic, business, scientific, technical, technological, production data, studies, tests, research results, including a formula, drawing, plan, project, prototype, code, model, compilation, program, method, technique, procedure, notification, or instruction of internal nature, as well as any other information that may be deemed as trade secret pursuant to the law, regardless of the manner in which they were kept or compiled; |  | **Informacije koje se štite kao poslovna tajna -** Smatraju se naročito: finansijski, ekonomski, poslovni, naučni, tehnički, tehnološki, proizvodni podaci, studije, testovi, rezultati istraživanja, uključujući i formulu, crtež, plan, projekat, prototip, kod, model, kompilaciju, program, metod, tehnika, postupak, obaveštenje ili uputstvo internog karaktera i sve druge informacije koje mogu predstavljati poslovnu tajnu u skladu za zakonom , bez obzira na koji način su sačuvani ili kompilirani; |
| **Rights holder -** Rights holder is a person registered as the patent, petty patent, continuing patent holder, as well as the holder of the supplementary protection certificate, before the register held by the competent authority; |  | **Nosilac prava -** Nosilac prava je lice koje je u registru nadležnog organa prikazano kao nosilac patenta, malog patenta, dopunskog patenta i sertifikata o dodatnoj zaštiti; |
| **Rulebook -** Rulebook on legal protection, commercial exploitation of intellectual property and work of the Center for Technology Transfer of the University of Belgrade, adopted by the Belgrade University Senate; |  | **Pravilnik -** Pravilnik o pravnoj zaštiti, privrednom iskorišćavanju intelektualnih dobara i o radu Centra za transfer tehnologije Univerziteta u Beogradu, koga donosi Senat Univerziteta donosi; |
| **Transfer of rights -** Pertains to the transfer of intellectual property rights; |  | **Prenos prava -** Odnosi se na prenos prava Intelektualne svojine; |
| **Income -** Income is comprised of all amounts arising from thetemporary exploitation of the intellectual property subject of the Intellectual property Right Application, in accordance with the Article 21 of theRulebook on the legal protection, commercial exploitation of intellectual property and work of the Center for Technology Transfer of the University of Belgrade; |  | **Prihod -** Prihod čine svi iznosi ostvareni u vezi sa privrednim iskorišćavanjem IS koje je predmet Prijave o nastanku IS , a u skladu sa odredbom člana 21 Pravilnika o pravnoj zaštiti, privrednom iskorišćavanju intelektualnih dobara i o radu Centra za transfer tehnologije Univerziteta u Beogradu; |
| **Procedure before the competent authority -** Procedure before the competent authority is any action taking place before the competent authority regarding intellectual property rights application , patent application, or petty patent application; |  | **Postupak pred nadležnim organom -** Postupak pred nadležnim organom je svaka radnja u postupku pred nadležnim organom po prijavi, patentu ili malom patentu; |
| **Patent application -** Patent application is a request submitted before the competent authority, in accordance with the law, for the registration of a patent; |  | **Zahtev za priznanje patenta -** Zahtev za priznanje patenta je zahtev koji se podnosi nadležnom organu u skladu sa zakonom u cilju priznanja patenta; |
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| Subject of the Agreement |  | Predmet Ugovora |
| * 1. This Agreement regulates mutual rights and obligations of the University and the Faculty within the University, regarding legal protection and commercial exploitation of IP created at the Faculty within the project of University of Belgrade [insert project number] with the title [insert project title], detailed in the Intellectual Property Right Application [insert application subject with corresponding marks], created in the process [describe creation of IP being subject of this Agreement], wherefrom the result was [insert result] for which the intellectual property right application was filedbefore the competent authority under the number [insert number] dated [insert date], with priority right dated [insert date] (hereinafter: “**Application**”) the transfer of which is the subject of this Agreement. |  | * 1. Ovim ugovorom se uređuju međusobna prava i obaveze Univerziteta i Fakulteta koji je u sastavu Univerziteta u vezi sa pravnom zaštitom i privrednim iskorišćavanjem IS koja je nastala na Fakultetu u okviru projekta Univerziteta u Beogradu [uneti broj projekta] čiji je naziv [uneti naziv projekta], bliže opisanog u Prijavi o nastanku IS [uneti predmet prijave sa odgovarajućim oznakama], nastalog u procesu [uneti iz čega je proizišlo IS koje predstavlja predmet ovog Ugovora], iz čega je kao rezultat nastao [uneti rezultat] za koju je podnet zahtev za priznanje prava intelektualne svojine pred nadležnim državnim organom pod br. [uneti broj] dana [uneti datum], sa pravom prvenstva od dana [uneti datum] (u daljem tekstu: “**Zahtev za priznanje prava**”) a čiji je prenos predmet ovog Ugovora. |
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| Warranties |  | Garancije |
| * 1. IP creator and the Faculty hereby agree on the manner of regulating mutual relations regarding the IP for which the Application is submitted and agree not to change the content of mutual relations regarding the subject of this Agreement. |  | * 1. Tvorac intelektualne svojine i Fakultet su saglasni o načinu uređenja međusobnih odnosa u pogledu intelektualne svojine za koju je podnet Zahtev za priznanje prava i da naknadno neće menjati sadržaj međusobno uređenih odnosa po pitanju predmeta ovog Ugovora. |
| * 1. Facultywarrants that it holds the sole right to filing the intellectual property right application in relation to the IP whose transfer is the subject of this Agreementand that the application is composed and submitted in accordance with the rules of the profession, to the best of its knowledge. |  | * 1. Fakultet garantuje da ima isključivo pravo na podnošenje prijave za priznanje prava intelektualne svojine čiji je prenos predmet ovog Ugovora, i da je prijava sačinjena i podneta u skladu sa pravilima struke, po svom najboljem znanju. |
| * 1. Faculty warrants that it has not submitted to the competent authority the intellectual property right application relating to the IP that is transferred to the University within this Agreement, and that it did not through an agreement, or otherwise, dispose of the IP that is subject to this Agreement. |  | * 1. Fakultet garantuje da nije podneo prijavu nadležnom organu za priznanje prava IS koja se ovim Ugovorom prenosi na Univerzitet, i da nije ugovorom ili na drugi način raspolagao IS čiji je prenos predmet ovog Ugovora. |
| * 1. Faculty warrants that, according to its best expert knowledge and experience, as well as the current assurance based on the checks performed prior to the conclusion of this Agreement, no third party, anywhere in the world, holds any intellectual property rights that could have been acquired by concurrent creation, independently from the Faculty. This guarantee shall not apply to industrial property rights where novelty is territorially limited or where novelty is not a precondition to gain legal protection in the Republic of Serbia. |  | * 1. Fakultet garantuje da, prema najboljem stručnom znanju i iskustvu, kao i trenutnom uverenju zasnovanom na proverama izvršenim pre zaključenja ovog Ugovora, niko treći, bilo gde u svetu, nema nikakva prava intelektualne svojine koja je mogao steći istovremenim stvaranjem, nezavisno od Fakulteta. Ova garancija se ne odnosi na prava industrijske svojine kod kojih je novost teritorijalno ograničena ili kod kojih novost nije pretpostavka za sticanje pravne zaštite u Republici Srbiji. |
| * 1. Faculty warrants that it did not make publicly available the information that could be of importance for successful registration of IP right before competent authority. |  | * 1. Fakultet garantuje da nije učinio javno dostupnim informacije koje bi mogle biti od značaja za uspešno priznanje prava IS pred nadležnim organom. |
| * 1. Faculty warrants that the IP that is subject to this Agreement was not created by violation of IP rights of third parties. |  | * 1. Fakultet garantuje da IS čiji prenos predstavlja predmet ovog Ugovora nije nastala povredom prava IS trećih lica. |
| * 1. Faculty undertakes to compensate the University for any damages that might arise from violation of any of the guarantees from this Article, in accordance with the law. |  | * 1. Fakultet se obavezuje da će Univerzitetu nadoknaditi svaku štetu koja eventualno nastane zbog povrede neke od datih garancija iz ovog člana, u skladu sa zakonom. |
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| Legal protection of intellectual property |  | Pravna zaštita intelektualne svojine |
| * 1. Faculty transfers to the University the following:      + - 1. right to obtain ownership on the Application on registration of right, and obtain IP which it will dispose freely, if the IP is eligible for such protection;          2. exclusive right of commercial exploitation, in accordance with the Rulebook;          3. obligation to bear all costs of legal protection, i.e. commercial exploit of IP, in relation to paragraph 9 of this Article. |  | * 1. Fakultet na Univerzitet prenosi sledeće:      + - 1. pravo da Univerzitet postane novi nosilac Zahteva za priznanje prava i da stekne IS kojom će slobodno raspolagati, pod uslovom da je IS podobna za takvu zaštitu;          2. isključivo pravo na privredno iskorišćavanje IS, u skladu sa Pravilnikom;          3. obavezu da snosi sve troškove pravne zaštite, odnosno privrednog iskorišćavanja IS, a u vezi sa paragrafom 9. ovog člana. |
| * 1. This Agreement shall be submitted to the competent authority in order to register the change of ownership on the Application before the competent register. |  | * 1. Ovaj Ugovor se podnosi nadležnom državnom organu radi upisa promene nosioca Zahteva za priznanje prava u nadležnom registru. |
| * 1. Creator of the IP retains the moral rights to the IP which is the subject of this Agreement, and has the right, as such, to be listed in the patent application, as well as in the records, registers, documents and other publications. |  | * 1. Tvorac intelektualne svojine zadržava moralna prava na IS koje je predmet ovog Ugovora i ima pravo da u tom svojstvu bude naveden u prijavi za priznanje patenta, kao i u spisima, registrima, ispravama i drugim publikacijama. |
| * 1. The Faculty commits to undertake its best efforts in order to allow the University to act in line with paragraph 1 of this Article, and in particular:      + - 1. to deliver to the University all of the documents necessary for the implementation of the said activities;          2. upon request from the University, to undertake any other action, in order to implement the said activities;          3. to refrain from any actions that might jeopardize the rights of the University in line with paragraph 1 of this Article. |  | * 1. Fakultet se obvezuje da će učiniti sve što je u njegovoj moći u cilju omogućavanja Univerzitetu da postupi na način iz stava 1. ovog člana, a naročito:      + - 1. da dostavi Univerzitetu svu dokumentaciju potrebnu za izvršenje navedene aktivnosti;          2. da na zahtev Univerziteta preduzme i druge radnje potrebne kako bi se sprovele navedene aktivnosti;          3. da se uzdrži od svakog postupka koji bi mogao ugroziti prava Univerziteta iz stava 1. ovog člana. |
| * 1. The Faculty may, without limitation, use the IP which is the subject of this Agreement for the purpose of further research and development of technology pertaining to the IP, as well as for educational and scientific purposes, respecting the obligation to keep trade secret pursuant to the law and this Agreement. |  | * 1. Fakultet može bez ograničenja da koristi IS čiji je prenos predmet ovog Ugovora u svrhu daljeg istraživanja i unapređenja tehnologije na koju se IS odnosi, kao i u obrazovne i naučne svrhe, poštujući obavezu čuvanja poslovne tajne u skladu sa zakonom i ovim Ugovorom. |
| * 1. The Faculty undertakes to immediately notify the University in the form prescribed in the Article 10. of the Rulebook on any improvement of the technology regarding the IP, for those developed by themselves and for those they have learned of. |  | * 1. Fakultet se obavezuje da će odmah u formi propisanoj članom 10. Pravilnika obavestiti Univerzitet o svakom unapređenju tehnologije na koju se odnosi IS, kako one koju je sam razvio, tako i one za koju je saznao. |
| * 1. In case of improvement of technology regarding the IP which is the subject of this Agreement, and should such improvement not be included in the transfer which is the subject of this Agreement, the Faculty shall offer such improvement to the University first. |  | * 1. Ukoliko dođe do unapređenja tehnologije u odnosu na IS koje je predmet ovog Ugovora, a isto nije obuhvaćeno prenosom koji je predmet ovog Ugovora, Fakultet se obavezuje da unapređenje prvo ponudi Univerzitetu. |
| * 1. University undertakes to carry out the registration procedure of the intellectual property rights if IP is suitable for such registration, and then to undertake actions in order to exploitation the IP in the manner and under the conditions set out in the Rulebook, bearing all costs in accordance with the Article 13 of the Rulebook, and in particular:      + - 1. the costs of the evaluation and recommendation procedure for a certain type of legal protection of the IP, registration with the competent authority in the Republic of Serbia and/or abroad;          2. detailed examinations of the legal, economic and other aspects of the IP; total plan of commercial exploitation and financing; examination of the degree of risk; examination of a potential conflict of interest etc. (so-called due diligence);          3. development of detailed plans for all phases of commercial exploitation;          4. other actions performed for optimal IP exploitation (market research, business education, prototype production, business networking, seeking investors, founding start-up, spin-off or spin-out companies; concluding agreements on patent license, i.e. other agreements regarding the disposal of intellectual property rights (consultancy services etc.), pursuant to the law and the Rulebook. |  | * 1. Univerzitet se obavezuje da će sprovesti postupak registracije prava intelektualne svojine ako je IS podobna za takvu registraciju, a zatim preduzeti aktivnosti radi iskorišćavanja IS na način i pod uslovima predviđenim Pravilnikom, snoseći sve troškove koji nastanu u skladu sa odredbama Pravilnika, i to:      + - 1. troškovi postupka procene i davanja preporuke za sprovođenje određenog oblika pravne zaštite IS, registracija pred nadležnim organima u Republici Srbiji i/ili u inostranstvu;          2. detaljno ispitivanje pravnih, ekonomskih i drugih aspekata IS; ukupnog plana privrednog iskorišćavanja i plana finansiranja; ispitivanje stepena rizika, ispitivanje postojanja mogućeg sukoba interesa i sl. (tzv. due diligence);          3. izrada detaljnih planova za sve faze privrednog iskorišćavanja;          4. drugi poslovi koji su u funkciji optimalnog iskorišćavanja IS (istraživanje tržišta, poslovna edukacija, izrada prototipa, poslovno umrežavanje, traženje investitora, osnivanje start-up, spin-off ili spin-out društava, zaključivanje ugovora o patent licenci, odnosno drugih ugovora koji se odnose na raspolaganje pravima intelektualne svojine, konsultantske usluge i dr.), a u skladu sa zakonom i Pravilnikom. |
| * 1. Parties agree that, in the procedure of commercial exploitation of the IP which is the subject of this Agreement, the University is entitled to freely dispose in favor of the third parties with the intellectual property rights obtained in accordance with this Agreement, in a legally allowed manner, bearing in mind the benefits of the Parties. |  | * 1. Ugovorne strane su saglasne da je, u postupku privrednog iskorišćavanja IS čiji je prenos predmet ovog Ugovora, Univerzitet ovlašćen da slobodno raspolaže u korist trećih lica pravima intelektualne svojine koja je stekao na osnovu ovog Ugovora, na način koji je pravno dozvoljen, imajući u vidu korist svih Ugovornih strana. |
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| Distribution of income from the commercial exploitation of intellectual property |  | Raspodela prihoda od privrednog iskorišćavanja intelektualne svojine |
| * 1. Parties agree that, in line with the Rulebook, income is comprised of all amounts arising out ofcommercial exploitation of the IP which is the subject of this Agreement. |  | * 1. Ugovorne strane su saglasne da, u skladu sa Pravilnikom, prihod čine svi iznosi ostvareni u vezi sa privrednim iskorišćavanjem IS čiji je prenos predmet ovog Ugovora. |
| * 1. Parties agree that the profit, as the income from the commercial exploitation minus the costs of the University for the procedure of protection and commercial exploitation of the IP, in particular:      + - 1. all taxes and similar expenditures;          2. direct costs arising from the Application on IP creation (travel expenses, accommodation expenses, etc.);          3. direct costs arising from the procedure of legal protection of the IP (registration fees, legal representation fees, translation fees, etc.);          4. administrative expenses of the University in a set amount of 5% of total income;   shall be distributed in line with the Article 21 of the Rulebook. |  | * 1. Ugovorne strane su saglasne da će se dobit, kao prihod od privrednog iskorišćavanja, umanjen za troškove koje je Univerzitet imao u postupku pravne zaštite i privrednog iskorišćavanja IS, i to:      + - 1. sva poreska i druga slična davanja;          2. direktni troškovi nastali u vezi sa Prijavom o nastanku IS (putni troškovi, troškovi smeštaja i sl.);          3. direktni troškovi nastali u vezi sa postupkom pravne zaštite IS (registracione takse, troškovi pravnog zastupanja, troškovi prevođenja i dr.);          4. administrativni troškovi Univerziteta u fiksnom iznosu od 5% ukupnog prihoda;   raspodeliti u skladu sa odredbom člana 21. Pravilnika. |
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| Obligation of keeping a trade secret |  | Obaveza čuvanja poslovne tajne |
| * 1. Parties hereby undertake to keep, the following information as the trade secret:      + - 1. one concerning the IP which is the subject of this Contract;          2. one concerning the Intellectual Property Right, i.e. registration of the industrial property rights;          3. all other information obtained during the procedure of identification, evaluation, legal protection and commercial exploitation of the IP that is the subject of this Agreement. |  | * 1. Ugovorne strane se obavezuju da će, kao poslovnu tajnu čuvati sledeće informacije:      + - 1. o IS čiji je prenos predmet ovog Ugovora;          2. o prijavama u vezi sa prijavljivanjem nastanka IS , odnosno registraciji prava industrijske svojine;          3. sve druge informacije koje saznaju u toku postupka identifikacije, procene, pravne zaštite i privrednog iskorišćavanja IS čiji je prenos predmet ovog Ugovora. |
| * 1. The obligation referred to in the Paragraph 1. of this Article pertains to all persons who participated in any way in the activities related to the creation of the IP and who may have obtained information protected as a trade secret pursuant to the law and this Agreement, in particular:      + - 1. persons employed at the University;          2. students engaged on the research project from Article 2 of this Agreement;          3. other persons doing research at the University;          4. persons hired on a agreement basis by the University;          5. and all other persons who due to the nature of its engagement could obtain information protected as a trade secret in accordance with the law and which may refer to the IP transferred by this Agreement. |  | * 1. Obaveza iz stava 1. ovog člana odnosi se na sva lica koja su na bilo koji način učestvovala u radnjama koje su rezultirale stvaranjem IS, a koja su mogla da steknu informacije koje se štite kao poslovna tajna u skladu sa zakonom i ovim Ugovorom, i to:      + - 1. lica koja su zaposlena na Univerzitetu;          2. studenti angažovani na istraživačkom projektu iz člana 3. ovog Ugovora;          3. druga lica koja se bave istraživanjem na Univerzitetu;          4. lica koja su po osnovu ugovora, angažovana od strane Univerziteta;          5. i sva druga lica koja su u skladu sa prirodom svog angažovanja mogla saznati informacije koja se štite kao poslovna tajna u skladu sa zakonom a odnose se na IS koja se prenose ovim Ugovorom. |
| * 1. University hereby undertakes to ensure that all persons involved with the IP which is the subject of this Agreement shall conclude a confidentiality agreement. |  | * 1. Univerzitet se obavezuje da će obezbediti da sva lica koja učestvuju u radnjama vezanim za IS koja je predmet ovog Ugovora, zaključe ugovor o poverljivosti. |
| * 1. Neither of the Parties shall, in any way, publish, nor make available to the public, information regarding the IP. |  | * 1. Nijedna Ugovorna strana ne sme, ni na koji način da objavi, niti da na bilo koji drugi način učini dostupnim javnosti informacije o IS. |
| * 1. The Parties hereby agree that all information on the IP shall be kept a trade secret, and as such, shall not be publicly available without prior written consent from the other Party, before and after the procedure of registration, as well as during the entire time that there is a possibility of commercial exploitation of the IP that is the subject of this Agreement. |  | * 1. Ugovorne strane su saglasne da će sve informacije o IS čuvati kao poslovnu tajnu i da ih, bez pisane saglasnosti druge Ugovorne strane, neće učiniti dostupnim javnosti pre i nakon okončanja postupka registracije, kao i za sve vreme dok postoji mogućnost privrednog iskorišćavanja IS koja je predmet ovog Ugovora. |
| * 1. Should the Faculty in any way disclosed information on the IP to the public prior to the conclusion of this Agreement, it shall immediately inform the University in writing, detailing the manner, place and time of such disclosure (publishing in a scientific and/or expert publication, lecturing at a scientific and/or expert conferences, exhibiting at exhibitions, social networks and via Internet, etc.) and the University shall decide on further registration procedure, i.e. commercial exploitation of the IP in line with the provisions of the Rulebook. |  | * 1. Ako je Fakultet na bilo koji način otkrio javnosti informacije o ID pre zaključenja ovog Ugovora, dužan je da o tome odmah u pisanoj formi obavesti Univerzitet, detaljno navodeći način, mesto i vreme njihovog otkrivanja (objavljivanje u naučnoj i/ili stručnoj publikaciji, predavanje na naučnom i/ili stručnom skupu, prezentovanje na izložbi, na društvenim mrežama, putem interneta i sl.) koji će odlučiti o daljem toku postupka registracije, odnosno privrednog iskorišćavanja IS u skladu sa odredbama Pravilnika. |
| * 1. If any damage is incurred due to acting contrary to this Article, the Party that revealed certain information to the public shall bear the consequences in line with the law and the Rulebook. |  | * 1. Za eventualnu štetu koja bi nastala postupanjem suprotnim odredbama ovog člana, Ugovorna strana koja je otkrila javnosti informacije o IS snosiće posledice u skladu sa zakonom i Pravilnikom. |
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| Termination of the Agreement |  | Raskid ugovora |
| * 1. During the procedure of legal protection and commercial exploitation of the IP that is the subject of this Agreement, the University retains exclusive right, pursuant to Article 14 of the Rulebook, to terminate this Agreement should it be determined that further activity is not justified by reasons of economy or any other reasons, without the right for the other Party to any form of compensation due to such decision by the University. |  | * 1. U toku postupka pravne zaštite i privrednog iskorišćavanja IS koja je predmet ovog Ugovora, Univerzitet zadržava isključivo pravo da, u skladu sa odredbom člana 14. Pravilnika, raskine ovaj Ugovor ukoliko se utvrdi da je dalje postupanje neopravdano iz ekonomskih ili drugih razloga, bez ikakvih prava druge Ugovorne strane na bilo koji vid nadoknade zbog takve odluke Univerziteta. |
| * 1. In the case of termination of the Agreement, the Faculty is free to exploit IP which is subject of this Agreement. |  | * 1. U slučaju raskida Ugovora, Fakultet je slobodan da raspolaže IS koja je predmet ovog Ugovora. |
| * 1. The Faculty may terminate this Agreement only in line with and for the reasons set out in the Law of Contracts and Torts. |  | * 1. Fakultet može da raskine ovaj Ugovor samo na način i iz razloga predviđenih zakonom kojim se uređuju obligacioni odnosi. |
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| Changes and amendments to the Agreement |  | Izmene i dopune Ugovora |
| * 1. The Parties agree that, upon conclusion of this Agreement, all previously reached arrangements, both verbal and written, that are not in compliance with the provisions hereof shall cease to exist, hence the only basis for regulating the relationship between the Parties shall be the present Agreement and the Rulebook. |  | * 1. Ugovorne strane su saglasne da nakon zaključenja ovog Ugovora prestaju da važe svi prethodno postignuti dogovori, kako usmeni, tako i oni koji su sačinjeni u pismenom obliku, a koji nisu u saglasnosti sa odredbama ovog Ugovora, te se kao jedini osnovi regulisanja odnosa između Ugovornih strana javlja ovaj Ugovor i Pravilnik. |
| * 1. Any changes and amendments to this Agreement must be made in writing and signed by the authorized representatives of the University and the Faculty. |  | * 1. Sve izmene i dopune ovog Ugovora moraju biti učinjene u pisanom obliku i potpisane od strane ovlašćenih predstavnika Univerziteta i Fakulteta. |
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| Applicable law and dispute settlement |  | Merodavno pravo i rešavanje sporova |
| * 1. The present Agreement has been drafted and shall be implemented in accordance with the laws of the Republic of Serbia. |  | * 1. Ovaj Ugovor je sastavljen i sprovešće se u skladu sa propisima Republike Srbije. |
| * 1. All matters that are not regulated under this Agreement shall be subject to the provisions of the laws that govern intellectual property protection, trade secret, i.e. contractual relations. |  | * 1. Na sva pitanja koja nisu uređena ovim Ugovorom, primenjivaće se odredbe zakona kojima se uređuju pravna zaštita intelektualne svojine, poslovne tajne, odnosno obligacioni odnosi. |
| * 1. Parties hereby agree that all potential disputes will be resolved amicably, and should amicable settlement not be possible, the relevant court shall be the Commercial Court in Belgrade. |  | * 1. Ugovorne strane su saglasne da će sve eventualne sporove rešavati sporazumno, a ako to ne bude moguće, ugovara se nadležnost Privrednog suda u Beogradu. |
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| Transitory and closing provisions |  | Prelazne i završne odredbe |
| * 1. The present Agreement has been drafted in 5 (five) identical copies, 2 (two) for each of the Parties and one for the competent authority before which is performed the registration of change of ownership over the Application . |  | * 1. Ovaj ugovor sačinjen je u 5 (pet) istovetnih primeraka, po dva za svaku ugovornu stranu i jedan za upis promene nosioca Zahteva za priznanje prava u nadležnom registru kod državnog organa. |
| * 1. The present Agreement shall enter into force as of the date of signing by the authorized representatives of the University and the Faculty. |  | * 1. Ovaj Ugovor stupa na snagu danom njegovog potpisivanja od strane ovlašćenih predstavnika Univerziteta i Fakulteta. |

Place / Mesto:[insert place/uneti mesto]

Date / Datum:[insert date/uneti datum]

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| For / Za Univerzitet  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name / Ime: [•]  Position / Funkcija: [•] | For / Za Fakultet  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name / Ime: [•]  Position / Funkcija: [•] |