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| **MODEL**  **UGOVOR O ZAKUPU OPREME**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sa sedištem u \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ br.\_\_\_\_, MB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_, koga zastupa direktor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, kao zakupodavac, s jedne strane   (u daljem tekstu: **Društvo**)  I   1. Fakultet \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*upisati* *pun naziv Fakulteta*) u sastavu Univerziteta \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*upisati* *pun naziv Univerziteta*) sa sedištem u \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ul. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ br.\_\_\_\_, MB \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PIB\_\_\_\_\_\_\_\_\_\_\_\_, koga zastupa dekan \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, kao zakupac, s druge strane   (u daljem testu: **Fakultet**, a zajedno sa Društvom: **Ugovorne strane**)  U \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dana\_\_\_\_\_\_\_\_\_\_ godine  Zaključili su sledeći  **UGOVOR O ZAKUPU OPREME**  **I Uvodne odredbe**  Član 1.  Ugovorne strane saglasno konstatuju:     1. U okviru delatnosti visokog obrazovanja Univerziteta u \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Fakultet obavlja naučnoistraživačku i druge delatnosti u skladu sa zakonom, za čije obavljanje poseduje ljudske i materijalne resurse, a može da obavlja i druge poslove koji su u funkciji privrednog iskorišćavanja rezultata naučnoistraživačkog rada, kao što je promocija i komercijalizacija tog rada, uključujući i transfer tehnologija sa Fakulteta na privredne subjekte; 2. Društvo poseduje odgovarajuće materijalne resurse (Opremu) potrebne Fakultetu u cilju sprovođenja Projekta za čije sprovođenje je odgovorno lice \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*navesti*). Društvo je spremno da Fakultetu preda Opremu na korišćenje, uz određenu naknadu, uz obavezu da mu Opremu vrati po isteku vremena zakupa; 3. U realizaciji ovog Ugovora, kao zakupac Opreme, Fakultet će postupati u skladu sa zakonom i važećim aktima Fakulteta, odnosno Univerziteta \_\_\_\_\_\_\_\_\_\_\_\_\_\_; 4. Izrazi koji se koriste u ovom Ugovoru tumačiće se u skladu sa definicijama iz člana 2. ovog Ugovora.   **II Definicije**  Član 2.  Ugovorne strane saglasno konstatuju da u ovom Ugovoru sledeći izrazi imaju sledeće značenje:   |  |  | | --- | --- | | Informacije | Sve informacije, podaci, instrukcije, uputstva za upotrebu i sl. o Opremi koje su potrebne da bi Fakultet nesmetano i pravilno mogao da koristi Opremu. | | Oprema  Projekat | 1. Oprema bliže opisana u članu 3. ovog Ugovora u stanju u kakvom je fizički predata Fakultetu radi izvršavanja ovog Ugovora.   [uneti odgovarajuće određenje projekta za čiju je realizaciju potrebna Oprema] | |  |  | | Informacije koje se štite kao poslovna tajna | Informacije koje se na bilo koji način odnose na predmet Ugovora, a koje su otkrivene od strane jedne Ugovorne strane drugoj Ugovornoj strani ili koje Ugovorne strane međusobno razmenjuju, uključujući, bez ograničenja, finansijske, ekonomske, poslovne, naučne, tehničke, tehnološke, proizvodne podatke, studije, testove, rezultate istraživanja, formule, crteže, planove, projekte, prototipove, kodove, modele, kompilacije, programe, metode, tehnike, postupke, obaveštenja ili uputstva internog karaktera i slično, bez obzira na koji način i u kom obliku su sačuvane ili kompilirane i bez obzira da li su izričito označene kao poslovna tajna od strane Ugovorne strane koja ih otkriva.  Primera radi, bez ograničavanja, ove informacije mogu biti u sledećim oblicima: dokument, razgovor, elektronski oblik, informacije koje su sadržane u fizičkim delovima, modelima, metodologiji, softveru ili materijalnim uzorcima. | | Viša sila  (Force Majeure) | Okolnosti koje Ugovorna strana ne može razumno da kontroliše i/ili spreči uključujući ali se ne ograničavajući na rat, poplavu, težu havariju, zemljotres, itd. |   **III Predmet Ugovora**  Član 3.  Predmet ovog Ugovora je definisanje međusobnih prava i obaveza Ugovornih strana povodom davanja u zakup Opreme od strane Društva, kao zakupodavca, Fakultetu kao zakupcu, radi korišćenja Opreme od strane Fakulteta za potrebe realizacije Projekta.  Oprema se sastoji od \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, fabrički broj\_\_\_\_\_\_\_\_\_\_\_\_\_, inventarski broj \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  Ugovorne strane su saglasne da će zakup trajati u periodu od \_\_\_\_\_\_\_\_\_\_\_ do \_\_\_\_\_\_\_\_\_\_\_ godine.  **IV Garancije**  Član 4.  Društvo garantuje da je vlasnik Opreme, te da ima sva prava koja se odnose na raspolaganje istom.  Društvo garantuje da će Fakultetu dati na korišćenje Opremu, kao i sve relevantne Informacije.  Društvo garantuje, prema svojim najboljim saznanjima i razumno dostupnim informacijama, da se upotrebom bilo koje Informacije iz stava 2. ovog člana ne vrši povreda bilo kog prava bilo kog trećeg lica.  Fakultet garantuje da će Opremu koristiti isključivo u svrhu sprovođenja Projekta.  Ugovorne strane garantuju da su se usaglasile o načinu uređenja međusobnih odnosa i po svim drugim pitanjima od značaja za zaključenje ovog Ugovora.  **V Obaveze Društva**  Član 5.  Ugovorne strane su saglasne da Društvo ima sledeće obaveze:   1. Društvo je obavezno da Fakultetu preda Opremu sa svim pripadajućim/pratećim delovima/dodacima, u ispravnom stanju, na adresu koju odredi Fakultet i u dogovoreno vreme; 2. Društvo je obavezno da Fakultetu pruža sve relevantne Informacije prilikom isporuke Opreme i za sve vreme važenja Ugovora; 3. Društvo je obavezno da štiti Fakultet, kao zakupca Opreme, od pravnih i materijalnih nedostataka na Opremi, u skladu sa svim relevantnim propisima merodavnog prava.   Član 6.  U slučaju da Društvo utvrdi, po isteku vremena zakupa i povraćaju Opreme od Fakulteta, da vraćena Oprema nije ispravna i/ili je kontaminirana na bilo koji način, Društvo ima pravo da od Fakulteta zahteva da snosi troškove popravke (uključujući i nabavku rezervnih delova), a po potrebi i troškove transporta radi popravke i/ili eventualnog čišćenja/ dekontaminacije, sve pod uslovom da neispravnost i/ili kontaminacija na koju se Društvo poziva nije posledica bilo kakvih nedostataka koje je Oprema imala u vreme njene isporuke Fakultetu.  Radi izbegavanja sumnje, Ugovorne strane saglasno konstatuju da se neispravnošću Opreme ne smatra umanjenje vrednosti Opreme koje nastaje redovnom upotrebom Opreme (tzv. amortizacija).  **VI Obaveze Fakulteta i pravo Fakulteta na korišćenje Opreme**  Član 7.  Ugovorne strane su saglasne da Fakultet ima sledeće obaveze:   1. Da koristi Opremu sa dužnom pažnjom i prema njenoj nameni, u skladu sa ovim Ugovorom, svim dobijenim Informacijama i propisima koji su na snazi u Republici Srbiji; 2. Da obezbedi da se Opremom rukuje na propisani način, u skladu sa njenom namenom i Informacijama dobijenim od Društva; 3. Da Opremu drži u ispravnom stanju i da o svom trošku obezbedi tekuće održavanje. Troškovi sitnih opravki izazvanih redovnom upotrebom Opreme, kao i troškovi same upotrebe Opreme, padaju na teret Fakulteta. O opravkama na Opremi Fakultet je dužan da obavesti Društvo; 4. Da odgovora za štetu koja nastane upotrebom Opreme na način suprotan ovom Ugovoru ili nameni Opreme; 5. Da se Oprema nalazi pod njegovom neposrednom kontrolom i da se drži u odgovarajućim uslovima, u skladu sa prirodom Opreme i Informacijama dobijenim od Društva; 6. Da sa dužnom pažnjom zaštiti Opremu od prljavštine i kontaminacije bilo koje vrste, kao i od bilo kakvog fizičkog oštećenja; 7. Da ne vrši nikakve izmene ili radove na Opremi, osim radova iz tačke 3. ovog stava člana 7. Ugovora, i da na nju ne priključuje bilo koje delove ili dodatke osim onih koje je dalo Društvo uz Opremu, osim na osnovu pisane saglasnosti Društva; 8. Da na pisani zahtev Društva, omogući predstavniku Društva da, u prisustvu predstavnika Fakulteta i u toku redovnog radnog vremena, izvrši monitoring načina korišćenja Opreme i uslova u kojima se ista koristi; 9. Da osigura Opremu tokom trajanja zakupa kod jednog renomiranog osiguravajućeg društva, od rizika [uneti vrstu/-e rizika, ako ima potrebe za preciziranjem], u iznosu od najmanje\_\_\_\_\_\_\_\_ dinara, kao i da Društvu na njegov zahtev, o tome dostavi validan dokaz; 10. Da Opremu vrati Društvu u istom stanju u kakvom ju je primio, s tom razlikom što će njena vrednost biti manja, a koje umanjenje Društvo prihvata pod uslovom da ono odgovara umanjenju vrednosti Opreme koje nastaje redovnom upotrebom Opreme (tzv. amortizacija); 11. Da sa Opreme neće ukloniti, zameniti ili na bilo koji drugi način učiniti nedovoljno vidljivom oznake Društva kao vlasnika Opreme; 12. Da ni pod kojim uslovima ne daje Opremu u podzakup; 13. Da uredno plaća zakupninu u skladu sa članom 9. ovog Ugovora; 14. Da, po prestanku važenja ovog Ugovora, bez obzira na razlog prestanka, vrati Opremu Društvu najkasnije u roku od \_\_\_dana računajući od dana prestanka važenja Ugovora, i to o svom trošku osim ukoliko je do prestanka važenja Ugovora došlo krivicom Društva. Fakultet je obavezan da Opremu vrati Društvu na mesto gde mu je bila prethodno predata od strane Društva; 15. Da snosi troškove montiranja, demontiranja i transporta Opreme, sa izuzetkom troškova koje snosi Društvo u slučaju navedenom u tački 14. ovog člana Ugovora.   Član 8.  Oprema jeste i u svakom trenutku za vreme važenja ovog Ugovora ostaje vlasništvo Društva.  Ugovorne strane su saglasne da davanje Opreme u zakup Fakultetu, ni na koji način ne podrazumeva bilo kakvo pravo Fakulteta da na bilo koji način raspolaže Opremom, već samo njegovo pravo da Opremu koristi u skladu sa ovim Ugovorom.  **VII Zakupnina**  Član 9.  Fakultet se obavezuje da će Društvu, na osnovu dostavljene fakture, za sve vreme trajanja zakupa u skladu sa ovim Ugovorom, plaćati zakupninu u iznosu od [uneti] dinara mesečno, najkasnije do [uneti (*npr. 28-tog*)] u mesecu za prethodni mesec.  Uplate će se vršiti na poslovni račun Društva br. [uneti] koji je otvoren kod [uneti relevantnu banku].  **VIII Trajanje i prestanak Ugovora**  Član 10.  Ovaj Ugovor se zaključuje na određeno vreme i prestaje protekom vremena iz stava 3. člana 3. ovog Ugovora.  Rok iz stava 1. ovog člana može biti produžen na zahtev Fakulteta. Zahtev za produženje roka Fakultet je dužan da dostavi Društvu u pisanom obliku najkasnije [uneti] dana pre isteka roka iz stava 1. ovog člana, a Društvo je dužno da na isti odgovori u roku od [uneti] dana računajući od dana prijema zahteva. Ukoliko odgovor Društva izostane u navedenom roku, smatraće se da je zahtev Fakulteta prihvaćen.  Član 11.  Ovaj Ugovor prestaje da važi u sledećim slučajevima:   * protekom vremena u skladu sa odredbama člana 10. ovog Ugovora; * sporazumom Ugovornih strana * Jednostranim raskidom u skladu sa odredbama člana 12. i člana 13. ovog Ugovora; * propašću Opreme; * otuđenjem Opreme, na način i po postupku o kome će se Ugovorne strane posebno dogovoriti.   Član 12.  Svaka Ugovorna strana može jednostrano da raskine ovaj Ugovor, slanjem pisane izjave o raskidu drugoj Ugovornoj strani, i to u sledećim slučajevima:   1. kada druga Ugovorna strana ne izvršava ili grubo krši svoje ugovorne obaveze; 2. kada se protiv druge Ugovorne strane pokrene postupak stečaja, likvidacije ili statusne promene, računajući od dana saznanja za tu okolnost.   Pre davanja izjave o jednostranom raskidu Ugovora iz stava 1 a) ovog člana, Ugovorna strana koja ima pravo na raskid dužna je da u pisanom obliku upozori drugu Ugovornu stranu da namerava da raskine Ugovor. Ukoliko ta druga Ugovorna strana ni u dodatnom roku od 15 dana od dana prijema pisanog upozorenja ne izvrši svoju ugovornu obavezu ili nastavi da je krši, Ugovor će se smatrati raskinutim odmah po proteku navedenog roka.  U slučaju iz stava 1 b) ovog člana, Ugovorna strana koja ima pravo na raskid dužna je da u pisanom obliku obavesti drugu Ugovornu stranu o takvoj svojoj nameri, u kom slučaju će se Ugovor smatrati raskinutim datumom prijema predmetnog obaveštenja od strane druge Ugovorne strane.  Ako potrebne opravke na Opremi ometaju, po proceni Fakulteta, njenu upotrebu u znatnoj meri i za vreme duže od \_\_\_\_\_ dana u kontinuitetu, Fakultet može da raskine ovaj Ugovor ili ima pravo na sniženje zakupnine srazmerno ograničenju upotrebe Opreme zbog tih opravki.  Član 13.  Ako je bilo koja Ugovorna strana sprečena da ispuni bilo koju svoju obavezu proisteklu iz ovog Ugovora zbog Više sile, ta Ugovorna strana se oslobađa izvršenja te obaveze tokom trajanja Više sile pod uslovom da ta Ugovorna strana koja je pogođena dejstvom Više sile obavesti drugu Ugovornu stranu o nastupanju, odnosno prestanku Više sile odmah, a najkasnije u roku od dva (2) dana od dana njenog nastupanja, odnosno prestanka. U suprotnom, Ugovorna strana koja je pogođena dejstvom Više sile biće odgovorna za neispunjenje ili neblagovremeno ispunjenje predmetne ugovorne obaveze uključujući i odgovornost za nadoknadu štete koju je druga Ugovorna strana zbog toga pretrpela.  Ugovorne strane saglasno konstatuju da će se, u slučaju da Viša sila potraje duže od [uneti odgovarajući period, na primer 30 ili 60 dana] u kontinuitetu, sporazumeti o novim uslovima njihove saradnje po ovom Ugovora ili, u slučaju nedostatka takvog sporazuma, svaka Ugovorna strana ima pravo na jednostrani raskid ovog Ugovora slanjem pisanog obaveštenja drugoj Ugovornoj strani sa trenutnim dejstvom računajući od dana prijema pisanog obaveštenja o raskidu od strane druge Ugovorne strane.  **IX Odgovornost za štetu**  Član 15.  Ugovorne strane su saglasne da ukoliko Ugovor prestane da važi krivicom jedne od Ugovornih strana, druga Ugovorna strana ima pravo na naknadu štete koju ona usled toga pretrpi, u skladu sa zakonom.  Društvo ne snosi odgovornost ni za kakvu štetu koja bi eventualno mogla nastati za Fakultet zbog propusta Fakulteta da obezbedi korišćenje Opreme na propisani način, sa dužnom pažnjom i u skladu sa Informacijama dobijenim od Društva.  Ugovorne strane su saglasne da Fakultet snosi punu odgovornost za svaki gubitak ili štetu koji bi eventualno pretrpeo zaposleni ili treće lice ako bi do nje došlo zbog Opreme, pod uslovom da taj gubitak ili šteta nisu posledica nedostataka Opreme koji su postojali u vreme isporuke Opreme Fakultetu, kao i za svaki gubitak ili štetu prouzrokovanu zaposlenom ili trećem licu zbog nemara lica zaposlenih na Fakultetu ili neispravnog korišćenja, montaže ili demontaže Opreme, kao i odgovarajućih instalacija u vezi s tim.  Društvo ni na koji način ne snosi odgovornost za eventualni gubitak prihoda ili ugovora koje bi eventualno mogao imati Fakultet tokom trajanja ovog Ugovora, a po osnovu korišćenja Opreme.  **X Obaveza čuvanja poverljivosti**  *NAPOMENA: Ovo poglavlje nije obavezno, što zavisi od prirode opreme i informacija u vezi sa opremom koje se daju zakupcu.*  Član 16.  Ugovorne strane su saglasne da će se kao poverljive tretirati Informacije i Informacije koje se štite kao poslovna tajna, kao i da se iste neće učiniti dostupnim trećim licima, bez prethodnog pisanog odobrenja Ugovorne strane kojoj te Informacije, odnosno Informacije koje se štite kao poslovna tajna pripadaju.  Obaveza čuvanja poverljivosti iz ovog člana Ugovora je na snazi za sve vreme važenja ovog Ugovora i po njegovom prestanku bez ikakvog vremenskog ograničenja.  Izuzetak od ove obaveze čuvanja poverljivosti su one Informacije i Informacije koje se štite kao poslovna tajna, koje su, na dan njihovog prijema od strane jedne Ugovorne strane, već javno dostupne ili poznate toj Ugovornoj strani, ili ih je ona nezavisno razvila posle toga, ili ih je dobila od trećeg lica koje u pogledu tih Informacija ili Informacija koje se štite kao poslovna tajna nema obavezu čuvanja poverljivosti prema drugoj Ugovornoj strani ili prema bilo kom trećem licu, ili je obavezna da ih otkrije po nalogu nadležnog državnog organa, a što se sve dokazuje odgovarajućim dokumentima koje poseduje Ugovorna strana kojoj su te Informacije ili Informacije koje se štite kao poslovna tajna otkrivene.  Član 17.  Obaveza čuvanja poverljivosti iz člana 16. ovog Ugovora odnosi se na sva lica koja na bilo koji način učestvuju u poslovima u vezi sa realizacijom predmeta ovog Ugovora, a koja, zbog prirode svog angažovanja, mogu da saznaju Informacije, odnosno Informacije koje se štite kao poslovna tajna.  Ugovorne strane se obavezuje da će obezbediti da sva lica iz stava 1. ovog člana potpišu ugovor o poverljivosti u skladu sa odredbama ovog Ugovora koje regulišu obavezu čuvanja poverljivosti.  Član 18.  Za eventualnu štetu koja bi nastala postupanjem suprotnim odredbama prethodnih članova ovog odeljka X Ugovora, Ugovorna strana koja je povredila obavezu čuvanja poverljivosti, snosiće posledice u skladu sa primenljivim propisima merodavnog prava uključujući, bez ograničenja, zakon koji reguliše zaštitu poslovne tajne i zakon o obligacionim odnosima.  **XI Merodavno pravo i rešavanje sporova**  Član 19.  Ovaj Ugovor je sastavljen, tumačiće se i sprovešće se u skladu sa propisima Republike Srbije.  Ugovorne strane su saglasne da će sve sporove koji mogu da proizađu iz ovog Ugovora pokušati da reše sporazumno, a ukoliko to nije moguće, nadležan je sud u [uneti naziv suda i naziv grada njegovog sedišta].  **XII Celina Ugovora i izmene i dopune Ugovora**  Član 20.  Ugovorne strane su saglasne da ovaj Ugovor predstavlja celokupan sporazum Ugovornih strana u vezi sa predmetom ovog Ugovora i da njegovim stupanjem na snagu prestaju da važe svi prethodno postignuti dogovori između Ugovornih strana, kako usmeni, tako i oni koji su sačinjeni u pisanom obliku, a koji se odnose na predmet ovog Ugovora, ukoliko ih ima.  Član 21.  Sve izmene i dopune ovog Ugovora moraju biti učinjene u pisanom obliku, u formi Aneksa ovog Ugovora, i potpisane od strane ovlašćenih predstavnika Ugovornih strana.  **XIII Prelazne i završne odredbe**  Član 22.  Ugovorne strane su saglasne da će odredbe ovog Ugovora čuvati kao poslovnu tajnu, kao i da nijedna od njih neće, bez prethodne pisane saglasnosti druge Ugovorne strane, obelodaniti njihovu sadržinu.  Nijedna Ugovorna strana ne može da, u celini ili delimično, ustupi ili prenese na treće lice ovaj Ugovor ili prava i obaveze koje iz njega proističu, osim na osnovu prethodne pisane saglasnosti druge Ugovorne strane.  Ugovorne strane su saglasne da nemaju pravo da, osim u cilju realizacije aktivnosti predviđenih ovim Ugovorom, na druge načine i u druge svrhe koriste ime i druge oznake identifikacije druge Ugovorne strane.  Ukoliko je bilo koja odredba ovog Ugovora nevažeća, neprimenljiva ili neizvršiva, ili to postane, ista neće uticati na važenje, primenljivost i izvršivost ostalih odredaba, pri čemu će se takva odredba zameniti, u meri u kojoj je to dozvoljeno merodavnim pravom, pravno važećom, primenljivom i izvršivom odredbom koja je pravno i ekonomski najbliža gore navedenoj nevažećoj, neprimenljivoj ili neizvršivoj odredbi.  Član 23.  Ovaj Ugovor je sastavljen u dva (2) istovetna primerka na srpskom i engleskom jeziku, po jedan (1) za svaku Ugovornu stranu. U slučaju nesaglasnosti između srpske i engleske verzije, prevladaće [uneti] verzija Ugovora.  Za **Fakultet**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [uneti ime, prezime i funkciju njegovog ovlašćenog predstavnika koji potpisuje ovaj Ugovor]  Za **Društvo**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [uneti ime, prezime i funkciju njegovog ovlašćenog predstavnika koji potpisuje ovaj Ugovor] | **MODEL**  **EQUIPMENT LEASE AGREEMENT**   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with registered seat in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ street no.\_\_\_\_\_\_, registration number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by the director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the lessor, on one side   (hereinafter: **Company**)  and   1. Faculty \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter full name of the Faculty*) within the University \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter full name of the University*) with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ street no.\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by the dean \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the lessee, on the other side   (hereinafter: **Faculty**, jointly referred to as: **Parties**)  in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_ (*enter date*)  Have concluded the following  **EQUIPMENT LEASE AGREEMENT**  **Introductory provisions**  Art. 1.  The Parties agree on the following:     1. As a part of the high education activity of the University in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Faculty conducts scientific research and other activities in line with the law, has human and material resources for such activities' performance, and it may also conduct other tasks serving the function of using the results of scientific research activities for commercial purposes, such as promotion and commercialization of such work, including transfer of technologies from the Faculty to business subjects; 2. The Company owns adequate material resources (Equipment) that the Faculty needs in order to implement the Project where the person responsible for the respective implementation is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter*). The Company is willing to deliver the Equipment to the Faculty to be used for a certain fee, provided that the Faculty is obliged to return the Equipment upon expiry of the lease period; 3. In the implementation of this Agreement, the Faculty shall, as a lessee of the Equipment, acts in line with the law and current acts of the Faculty and University \_\_\_\_\_\_\_\_\_\_\_\_\_\_; 4. The terms used in this Agreement shall be interpreted in line with the definitions referred to in Article 2 of this Agreement.   **II Definitions**  Art. 2.  The Parties agree that the following terms in this Agreement shall have the following meaning:   |  |  | | --- | --- | | Information | All information, data, instructions, use instructions, and similar, regarding the Equipment, which the Faculty needs in order to be able to use the Equipment smoothly and properly. | | Equipment | 1. Equipment specified in more detail in Article 3 of this Agreement in the condition in which it was physically delivered to the Faculty for the purpose of this Agreement's realization. | | Project | 1. [insert the appropriate identification of the project for the realization of which the Equipment is needed] | | Information Protected as Trade Secret | Information which relate in any way to the subject matter of the Agreement and which are disclosed by one Party to the other Party or which the Parties exchange between themselves, including, but not limited, to financial, economic, business, scientific, technical, technological, production data, studies, tests, research results, formulas, drawings, plans, projects, prototypes, codes, models, compilations, programs, methods, techniques, procedures, notifications or instructions of internal nature and similar, regardless of the manner and form in which they are kept or compiled and regardless whether they are explicitly marked as a business secret by the Party which discloses them.  As an example, without limitation, this information may be in the following forms: document, conversation, electronic form, information kept in physical parts, models, methodology, software, or material samples. | | Vis major  (Force Majeure) | Circumstances which a Party cannot reasonably control and/or prevent, including but not limited to a war, flood, severe breakdown, earthquake, etc. |   **III Subject of the Agreement**  Art. 3.  The subject matter of this Agreement is to specify mutual rights and obligations of the Parties regarding the lease of the Equipment by the Company, as the lessor, to the Faculty as the lessee, for the sake of the Equipment's use by the Faculty for the Project's realization.  The Equipment is comprised of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, manufacturer’s number\_\_\_\_\_\_\_\_\_\_\_\_\_, inventory number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  The Parties agree that the lease shall last in the period from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_.  **IV Guarantees**  Art. 4.  The Company guarantees that it is the owner of the Equipment and that it has all rights to dispose with the same.  The Company guarantees that it shall provide the Equipment to be used by the Faculty, as well as all relevant Information.  The Company guarantees that, subject to its best knowledge and reasonably available information, no third party rights are infringed by using the Information referred to in paragraph 2 of this Article.  The Faculty guarantees that it shall use the Equipment exclusively for the purpose of implementing the Project.  The Parties guarantee that they have agreed on the manner of regulating their mutual relations and on all other matters of importance for the conclusion of this Agreement.  **V Obligations of the Company**  Art. 5.  The Parties agree that the Company has the following obligations:   1. The Company is obliged to deliver the Equipment to the Faculty with all its corresponding/accompanying parts/additions, in a working condition, to the address specified by the Faculty and at the agreed time; 2. The Company is obliged to provide the Faculty with all relevant Information on the occasion of the Equipment's delivery and throughout the validity term of the Agreement; 3. The Company is obliged to protect the Faculty as the lessee of the Equipment from legal and physical defects of the Equipment, pursuant to all relevant regulations of the governing law.   Art. 6.  If the Company determines, upon expiry of the lease period and return of the Equipment by the Faculty, that the returned Equipment is not in a working condition and/or it is contaminated in any way, the Company is entitled to request that the Faculty bears the costs of repair (including procurement of spare parts) and, if needed, costs of transport necessary for repairing and/or cleaning/decontamination, all under condition that the irregularity and/or contamination to which the Company refers is not a consequence of any failures which the Equipment had at the time of its delivery to the Faculty.  For avoidance of any doubt, the Parties agree that the Equipment's value reduction which occurs as a consequence of the Equipment's regular use (so-called depreciation) shall not be regarded as the Equipment's malfunction.  **VI Obligations of the Faculty and Right of the Faculty to use the Equipment**  Art. 7.  The Parties agree that the Faculty has the following obligations:   1. To use the Equipment with due care and in line with its purpose, pursuant to this Agreement, all received Information and regulations in force in the Republic of Serbia; 2. To ensure that the Equipment is handled in a proper manner, in line with its purpose and Information received form the Company; 3. To keep the Equipment in a working condition and to provide, at its own cost, the Equipment's regular maintenance. The Faculty shall bear the costs of minor repairs caused by the Equipment's regular use, as well as the costs of the Equipment's use. The Faculty is obliged to notify the Company on the repairs of the Equipment; 4. To be liable for damage that arises from using the Equipment in a manner contrary to this Agreement or the Equipment's purpose; 5. To keep the Equipment under its direct control and in adequate conditions, in compliance with the Equipment's nature and Information received from the Company; 6. To protect the Equipment with due care from dirt and contamination of any kind, as well as from any physical damage; 7. Not to make any alterations or carry out any works on the Equipment, with exception of the works referred to in point 3 of this paragraph of Article 7 of the Agreement, and not to connect to it any parts or other accessories with exception of those provided by the Company along with the Equipment, except on the basis of the Company's written consent; 8. To allow to the Company's representative, upon written request of the Company, to conduct monitoring over the manner of using the Equipment and conditions in which it is used, in the presence of Faculty's representative and during regular working hours; 9. To insure the Equipment during the lease period, with a reputable insurance company, against the risk of [insert the type/-e of risk, if such specification is needed], in the amount of at least RSD \_\_\_\_\_\_\_\_, as well as to provide the Company, at the Company’ request, with a valid proof of such insurance; 10. To return the Equipment to the Company in the condition in which it was when it was received, but with the reduced value whereas such reduction is accepted by the Company under condition that it corresponds to the reduction of the Equipment's value which arises out of the Equipment's regular use (so-called denunciation); 11. Not to remove from the Equipment the marks of the Company as the Equipment's owner, or to replace them or to make them insufficiently visible in any other way; 12. Not to sublease the Equipment under any circumstances; 13. To duly pay the rent in line with Article 9 of this Agreement; 14. To return the Equipment to the Company upon the Agreement's termination, irrespective of the termination cause, at the latest within [insert] days from the date of the Agreement's termination, at its own expense unless the Agreement is terminated due to the Company's fault. The Faculty is obliged to return the Equipment to the Company to the place where it was previously provided to it by the Company; 15. To bear the costs of the Equipment's assembly, disassembly and transport, with exception of the expenses the Company is to bear in the case specified under point 14 of this Article of the Agreement.   Art. 8.  The Equipment is and shall remain the Company's ownership throughout this Agreement's validity term.  The Parties agree that leasing the Equipment to the Faculty shall in no way imply that the Faculty is entitled to dispose with the Equipment in any way, but only entitled to use the Equipment in line with this Agreement.  **VII Rent**  Art. 9.  The Faculty undertakes to pay rent to the Company, based on a submitted invoice, during the whole validity term of the Agreement, in the amount of RSD [insert] per month, at the latest by [insert (e.g., *28th*)] of the month for the previous month.  The payments shall be made to the business account of the Company, no. [insert] which is opened with [insert the relevant bank].  **VIII Duration and Termination of the Agreement**  Art. 10.  This Agreement is concluded for a definite period of time and it ceases to be valid upon expiry of the period referred to in paragraph 3 of Article 3 of this Agreement.  The period referred to in paragraph 1 of this Agreement can be prolonged upon request of the Faculty. The Faculty is obliged to submit the prolongation request to the Company at the latest [insert] days before expiration of the term referred to in paragraph 1 of this Article, and the Company is obliged to respond to the same within [insert] days from the day of the request's receipt. If the Company does not reply within the respective term, it shall be considered that the Faculty's request is accepted.  Art.11.  This Agreement ceases to be valid in the following cases:   * by expiry of the period pursuant to the provisions of Article 10 of this Agreement; * by mutual agreement of the Parties; * by unilateral termination pursuant to the provisions of Articles 12 and 13 of this Agreement; * by the Equipment's devastation; * by the Equipment's alienation, in the manner and according to the procedure which shall be subject to the Parties' special agreement.   Art. 12.  Each Party may cancel this Agreement unilaterally, by submitting a written termination statement to the other Party, in the following cases:   1. if the other Party fails to meet or grossly neglects its contractual obligations; 2. if a bankruptcy, liquidation, or status change proceedings are initiated against the other Party, counting from the date of learning of that circumstance.   Prior to submitting an unilateral termination notice referred to in paragraph 1a) of this Article, the Party entitled to the termination is obliged to warn the other Party in writing that it intends to cancel the Agreement. If that other Party fails to fulfil its contractual obligation or continues breaching it within the additional term of 15 days from the date when it receives the written warning, the Agreement shall be considered terminated upon the respective term's expiry.  In the case referred to in paragraph 1 b) of this Article, the Party entitled to the termination is obliged to notify the other Party in writing of such its intention, in which case the Agreement shall be considered terminated on the date of the respective notification's receipt by the other Party.  If, at the Faculty's estimation, the required repairs of the Equipment interfere with its use extensively and during a period longer than [insert] days continuously, the Faculty may cancel this Agreement or is entitled to the rent's reduction in proportion to the limitation on the Equipment's use due to the respective repairs.  Art. 13.  If any Party is unable to meet any of its obligations arising from this Agreement due to Force Majeure, such Party shall be released from meeting the respective obligation during the Force Majeure under condition that it notifies the other Party of Force Majeure occurrence or termination immediately, and at the latest within two (2) days from the day it occurred or was terminated. Otherwise, the Party affected by Force Majeure, shall be responsible for non-fulfillment or untimely fulfillment of the respective contractual obligation, also including the responsibility for remuneration of the damage suffered for that reason by the other Party.  The Parties agree that, in the case Force Majeure lasts for more than [insert the appropriate period, for example 30 or 60 days] continuously, they will agree on the new conditions of their cooperation under this Agreement or, if such agreement is not achieved, each Party is entitled to unilateral termination of this Agreement by sending a written termination notice to the other Party with immediate effect starting from the day of the respective written termination notice's receipt by the other Party.  **IX Liability for Damage**  Art. 15.  The Parties agree that if the Agreement is terminated due to fault of one of the Parties, the other Party is entitled to remuneration of damage suffered for that reason, pursuant to the law.  The Company shall not be liable for any damage that may arise due to the Faculty’s failure to ensure that the Equipment is used in a proper manner, with due care and attention, and in line with the Information received from the Company.  The Parties agree that the Faculty shall undertake full responsibility for any loss or damage that an employee or a third party may suffer due to the Equipment, under condition that such loss or damage is not a consequence of the Equipment's defects which existed at the time when the Equipment was delivered to the Faculty, as well as for any loss or damage caused to an employee or a third party due to negligence of the Faculty's employees or improper use, assembly or disassembly of Equipment, or corresponding installations in connection therewith.  The Company shall in no way be held liable for any loss of income or contracts that the Faculty may have during the period of this Agreement, based on the Equipment's usage.  **X Confidentiality Obligation**  *NOTE: This chapter is not mandatory, which depends on the nature of equipment and information related therewith given to the lessee.*  Art. 16.  The Parties agree to keep as confidential both the Information and Information Protected as Trade Secret, as well as not to make them available to third parties, without previous written approval of the Party who owns the Information or Information Protected as Trade Secret.  The confidentiality obligation from this Article of the Agreement is effective during the whole time of this Agreement's validity and after its termination without any time limitation.  The exception from this confidentiality obligation are the Information and Information Protected as Trade Secret which, on the day of their reception by one Party, are already publicly available or known to that Party, or independently developed by that Party afterwards, or which that Party obtained from a third party which with regard to such Information or Information protected as Trade Secret does not have confidentiality obligation towards the other Party or any third party, or which that Party is obliged to disclose per order of a competent state authority, all to be proven by the appropriate documents possessed by the Party to which the Information or Information Protected as Trade Secret are disclosed.  Art. 17.  The confidentiality obligation referred to in Article 16 of this Agreement pertains to all persons who participate in any way in the activities related to the realization of the subject of this Agreement, and who, due to the nature of their engagement, may find out the Information or Information Protected as Trade Secret.  The Parties undertake to ensure that all persons referred to in paragraph 1 of this Article sign the confidentiality agreement in line with the provisions of this Agreement governing the confidentiality obligation.  Art. 18.  For any damage which may occur by a conduct contrary to the provisions of previous Articles of this Section X of the Agreement, the Party which breaches the confidentiality obligation shall suffer the consequences in line with applicable regulations of the governing law including, without limitation, the law which governs a business secret's protection and the law of contracts and torts.  **XI Governing Law and Dispute Resolution**  Art. 19.  This Agreement has been drawn up and shall be interpreted and implemented in line with the regulations of the Republic of Serbia.  The Parties agree that they will try to resolve amicably all disputes which may arise out of this Agreement, but if that would not be possible, the court in [insert the name of the court and name of the town where it is seated] will have the jurisdiction.  **XII Entirety of the Agreement and Changes and Amendments to the Agreement**  Art. 20.  The Parties agree that this Agreement is the entire understanding of the Parties regarding the subject matter of this Agreement, and that by its entry into force all verbal or written agreements previously made between the Parties, if any, which relate to the subject matter of this Agreement, shall cease to be valid.  Art 21.  Any changes and amendments to this Agreement must be made in writing, in a form of this Agreement's Annex, and signed by the Parties' authorized representatives.  **XIII Transitory and closing provisions**  Art. 22.  The Parties agree that they will treat the provisions of this Agreement as a business secret, and that none of them will, without prior written consent of the other Party, reveal their content.  Neither of the Parties may, in whole or partially, assign nor transfer this Agreement or rights and obligations stemming from this Agreement, to a third party, except upon prior written consent of the other Party.  The Parties agree that, unless for the sake of realization of the activities governed by this Agreement, they are not authorized to use in other ways and for other purposes, the name and other identification markings of the other Party.  If any provision of this Agreement is or becomes invalid, ineffective or unenforceable, it will not affect the validity, effectiveness and enforceability of the remaining provisions, whereas such provision shall be replaced, to the extent permissible by applicable law, by such valid, effective and enforceable provision which is legally and economically closest to such invalid, ineffective or unenforceable provision.  Art 23.  This Agreement is made in the Serbian and English language, in two (2) identical counterparts, one (1) for each of the Parties. In the case of any discrepancy between the Serbian and English version, the [insert] version of the Agreement shall prevail.    For the **Faculty**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [insert full name and title of its authorized representative who signs this Agreement]  For the **Company**    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [insert full name and title of its authorized representative who signs this Agreement] |